

CONSTITUTION OF THE CLASS 56 GROUP

1. Name

The name of the Group is '**The Class 56 Group**', hereafter referred to as the '**Group**'.

2. Aims and Objectives

The Group's Aims and Objectives are:

- 2.1 To promote and develop interest in the Class 56 (Brush Type 5) diesel-electric locomotives.
- 2.2 To secure for preservation, restore, exhibit and operate, for the benefit of the Group, Group membership and the general public, one or more Class 56 locomotives.
- 2.3 To provide Group members with news, details and information about Class 56's and the Group either by the Group newsletter 'Gridiron', postal mailing, email, text messaging or other appropriate method.
- 2.4 That any profits made from Group activities, or by persons acting on behalf of the Group will be re-invested to be utilised in Clauses 2.1 - 2.3 above.
- 2.5 To co-operate with, and assist where necessary, other groups or individuals with similar aims and objectives relating to Class 56 locomotives.

3. Organisation

- 3.1 The Group shall consist of its members, membership being by annual subscription (except for the proviso of Clause 4.6). A Committee of members shall be responsible for the day-to-day running and business of the Group as set out in Clause 8. The Group's Committee are elected by the membership at an Annual General Meeting. These meetings will be convened and conducted subject to the terms of Clause 7 of this Constitution.
- 3.2 The day-to-day running of the Group between Annual General Meetings will rest with the Committee on behalf of the membership. The Committee shall be constituted, and business conducted, subject to the terms of Clause 8 of this Constitution.
- 3.3 The Committee may use paperless methods such as mobile phone text messaging and emails for the purposes of distributing news and information to the membership. Committee general correspondence and voting on all matters, including disciplinary matters, may also utilise these media.

4 Membership

- 4.1 Membership of the Group is open to any individual who supports fully the Aims and Objectives set out in Clause 2 of this Constitution. Members are deemed by their application to be bound by this Constitution throughout their membership period.
- 4.2 The Committee reserves the right to refuse applications for membership without any reason being given.
- 4.3 All members shall be entitled to attend and vote at General Meetings. Members aged sixteen years and over are eligible for appointment to the Committee as officers of the Group.
- 4.4 Membership shall cease in the event of:

- a) Subscription not being renewed within the specified period.
- b) Resignation.
- c) Death (individual).
- d) Dissolution (Group).

e) Expulsion, subject to terms of Clause 6.4.

- 4.5 All resignations are to be in writing and forwarded to the Secretary.
- 4.6 The Committee may at any time offer Honorary Memberships to individuals or Groups. Any Honorary Memberships will be subscription free. Honorary members shall abide by the terms of this constitution in the same manner as regular members.

5 Subscriptions

- 5.1 Subscriptions may be paid in advance or by monthly standing order and will be for a period of twelve months starting on the first day of the month in which the application request is received to the last day of the preceding month the following year.
- 5.2 Prior to membership renewal becoming due, a renewal form will be provided. If the renewal remittance is not received by the Membership Secretary within a period of not less than twenty-eight days of the renewal form being sent out, a second reminder will be sent out. After the second reminder has been sent out, membership of the Group will cease, should a subscription not be forthcoming, within a further period of twenty-eight days.
- 5.3 Subscription rates will be proposed by the Committee according to the costs and economic climate at the time of rates being drawn up. The Committee may propose a change of subscription rates before an Annual General Meeting. This information will be published in the Group magazine 'Gridiron' and on the Group website www.class56group.co.uk. These proposals will be discussed and voted on by members, at the next Annual General Meeting. An increase or decrease in subscription rates will be advised to members via the Group magazine 'Gridiron' also on the Group website www.class56group.co.uk and will take effect on the day set by the Annual General Meeting.
- 5.4 Should any member leave the Group during the period of their membership, they will not qualify for any refund of all or part of their subscription.
- 5.5 Group members who wish to donate monies to the Group in addition to subscription costs, may do so at any time.
- 5.6 Any member found to be joining the Group at a lower rate to that which they should be paying, or misusing the family membership rate, will be requested to pay the full rate in addition to monies already paid. Should this not be paid within twenty-eight days, their membership will be terminated unless decided otherwise by the Committee.
- 5.7 Classification of membership will be one of the following:

Adult: A person who is aged sixteen years or above on the date of requesting or renewing membership.

Junior: A person who is under sixteen years on the date of requesting or renewing membership.

Family: A group of individuals residing at the same address, one of whom must be sixteen years or above on the date of requesting membership. When requesting membership a list must be enclosed of those to be covered.

Concessionary: The Committee are empowered to offer concessionary rates to individuals who meet 'special' criteria. Any such rates are solely at the discretion of the Committee.

- 5.8 If a member pays the subscription charge, and also pays an additional one pound sterling for a personal number, they will pay no extra cost for this personal number if they renew their subscription at the expiry of their membership. However should they rejoin more than one month after the expiry of their membership then they have no claim to their previous number. If they request their previous number then to regain it, subject to it already not being allocated to another member, they must pay an additional one pound sterling.

6 Membership Discipline

- 6.1 A breach of the rules of the Group, which are laid down in this Constitution will be acted upon by the Committee. The member(s) concerned shall be notified in writing of the alleged breach by the Secretary and shall be required to explain their behaviour to the Committee. If the Committee deems their actions to be gross misconduct, then the member(s) concerned may be expelled under Clause 6.4 of this constitution.
- 6.2 No member shall use the name of the Group, or claim to represent the Group in any communication with any railway, company, society, authority or person, without written authority of the Committee. It is not permissible for any member to use the Group's name for private purposes. Any member found to be in breach of this rule will be subject to disciplinary action.
- 6.3 When participating in activities organised by the Group, members are expected to act with a high standard of responsibility. Should any complaint be lodged with the Committee concerning alleged offensive, dangerous or disturbing conduct, the member concerned will be required to explain their behaviour to the Committee.
- 6.4 A Member can only be expelled from the Group by the decision of the Committee. The Group Secretary will write to the member concerned in advance and state the reasons for the disciplinary hearing. A meeting of the Committee will take place to examine the case and a vote taken to determine if that member should be expelled, issued with a formal warning or vindicated. When the disciplinary hearing has been heard the Group Secretary will write to the member concerned and inform them of the Committee's decision. A member who is expelled will have the right of appeal only if the member is in receipt of new evidence to support his claim of unfair expulsion and any appeal must be lodged with the Secretary within twenty-eight days of receipt of the members' notice of expulsion. The member will remain suspended until the Committee convene to re-examine the case, which should take place within a further twenty-eight days from receipt of such an appeal.
- 6.5 If the Committee considers that the member concerned has not provided satisfactory evidence to support his claim then the expulsion will stand. The member concerned may make a final appeal to the membership at the next Annual General Meeting (Clause 6.6). However, the member will remain suspended as a member until that time. If the AGM vote finds in favour of the suspended member however then that member will be re-instated as a member forthwith (Clause 6.7).
- 6.6 A suspended member may attend the next Group 'Annual General Meeting' but will not be allowed to participate or vote in the meeting. When 'Any Other Business' is called from the platform the member will be given an opportunity to put their case, with evidence, before the Membership. The Committee will then put their case, with evidence, before the Membership. A vote by secret ballot will take place with all full members, including the Committee and Chairperson, being allowed to vote.

The member concerned may appoint a proxy, if he so wishes to put his case and thus remain anonymous.

The Group Secretary, or another Committee member, or another ordinary member if the complainant so prefers, will be appointed as teller for the vote and the suspended member may watch the progress of the count to ensure fair play.

If the membership find in favour of the currently expelled member after a vote then that member will be re-instated forthwith. If the membership find against the currently expelled member then that member is permanently expelled from the Group from that time onwards. This decision is irrevocable.

- 6.7 Any member expelled under this Section shall not receive any repayment of any subscription for the remaining part of that year's current membership. Any member who has been suspended but is reinstated by the Committee or the membership will be awarded a rebate, on their next subscription payment, in proportion to the time period that they have been suspended (minimum one month).

7 Meetings

- 7.1 The Group shall hold an Annual General Meeting to take place during at least once each year at a location predetermined by the Committee.
- 7.2 Only members holding valid membership cards are permitted to attend General Meetings.
- 7.3 The business of the meeting shall be: a) Apologies for absence, b) Chairman's report, c) Appointment of teller or tellers to oversee Committee elections and other votes to be taken during the meeting, d) Officers' reports, e) Treasurer's financial report, endorsed by the Committee and proposed rates of subscription if same are to be changed, f) Election of Committee members, g) To appoint auditors if requested, h) Consideration of any resolution put by the membership, i) Any other business.
- 7.4 Resolutions that are to be put to the Annual General Meeting must be received by the Group Secretary at least thirty-five days prior to the proposed date of the meeting. Each resolution must be in writing, proposed and seconded and shall be included in the notice of the meeting.
- 7.5 A posting by mail containing notice of an Annual General Meeting to a member's address shall be deemed sufficient notification of a forthcoming Annual General Meeting. This notice will be included in the Group's newsletter 'Gridiron' and will specify the business to be undertaken at the Group's meeting. The details of the Annual General Meeting will also be posted on the Group website. Travel, and other associated costs incurred by the Membership of attending the meeting will be paid by the membership themselves. The Group, or the Committee, will not entertain requests for any refunds of these costs.
- 7.6 All members present and eligible shall cast one vote only, voting will normally be by a show of hands. A unanimous show of hands will be sufficient to pass a motion: in all cases other than a unanimous vote a teller or tellers will have been appointed by the Committee to report the votes cast to the meeting Chairperson. The teller or tellers shall not be members of the Committee and shall be entitled to vote if eligible. Should a tied vote occur, a casting vote by the Chairperson of the Group (who otherwise is not allowed to vote) will be permitted.
- 7.7 Any Group member who is eligible may put themselves forward for nominations for the Committee posts, not less than thirty-five days before the proposed date of the Annual General Meeting. To be eligible members must be aged sixteen years or above. All nominations need to be signed by the nominee stating that they are prepared to serve the Group on a voluntary unpaid basis. Should there be more than one nomination per Committee post, a vote will take place at the Annual General Meeting. Nominations received will be published along with the notice of the Annual General Meeting in the Group's newsletter and displayed on the Group's website. Nominations for any unfilled posts that are submitted after this date may only be admitted at the discretion of the AGM.
- 7.8 General Meetings, other than the Annual General Meeting that are held shall be known as Extraordinary General Meetings. Not less than twenty-eight days notice will be given of Extraordinary General Meetings. A posting by mail containing notice of an Extraordinary General Meeting to a member's address shall be deemed sufficient notification of a forthcoming Extraordinary General Meeting. They may be invoked at any time by the Committee or on a written request signed by at least ten members stating full and specific reasons for such a request. Notice of such meetings will also be posted on the Group website. With an Extraordinary General Meeting, the business specified will be restricted only to that notified. Travel, and other associated costs incurred by the Membership of attending the meeting will be paid by the membership themselves. The Group, or the Committee, will not entertain requests for any refunds of these costs.
- 7.9 Only members holding valid membership cards are permitted to attend General Meetings.
- 7.10 Non-receipt of notice by any member, who is so entitled to receive it, or unintentional omission to give any member notice of General Meetings, will not invalidate proceedings or resolutions passed at such meetings.

- 7.11 The minimum quorum for a General Meeting to be binding upon the Group shall be at least four members, excluding members of the Committee, who are entitled to vote and at least two Committee members. Any decisions taken by an inquorate meeting shall not be binding upon the Group.
- 7.12 Members who are not able to attend a General Meeting are allowed to appoint a proxy on their behalf. Any proxy nominations must be received by the Secretary in writing or by e-mail at least two days before the set starting time of the meeting for them to be valid. Members may instruct their proxy as to voting decisions, or may leave decisions to their discretion. Any such instructions shall be recorded in the nomination of proxy.

8 Committee formation, duties and roles

- 8.1 All Committee members are bound to this Constitution.
- 8.2 The Committee may consist of a Chairman, Secretary, Treasurer, Technical/Traction Officer or Officers, Newsletter Editor, Sales Officer, Publicity Officer, Membership Secretary and Web-site Co-ordinator. The Committee are empowered to co-opt additional members onto the Committee as it sees necessary. These additional Committee members must be full Group members at the time of empowerment. An additional Committee member may remain unelected until the next Annual General Meeting but cannot vote at any meetings of the Committee. At the next Annual General Meeting the temporary post may become a formal one and the post will also be open to nominations from any member.
- 8.3 Other Class 56 Group members may be co-opted onto the Committee in order to cover special circumstances on a temporary basis. These persons shall then serve only for the duration of these circumstances. These additional Committee members must be full Group members at the time of empowerment. Such members will not be allowed to vote at any meetings of the Committee. If the post is to become permanent then clause 7.7 of this Constitution must be implemented.
- 8.4 All posts on the Committee including co-opted posts are of a voluntary, unpaid nature.
- 8.5 Committee Officers are elected at the Group Annual General Meeting and positions are held for one year. Incumbent Officers may put forward their names for re-election at the following Group Annual General Meeting. Ordinary members may put themselves forward for election at an AGM. All candidates for election must provide an acknowledgement that they accept that the post is voluntary and unpaid.
- 8.6 At each Annual General Meeting the following posts should be offered for election: Chairman, Secretary, Treasurer, Technical/Traction Officer or Officers, Newsletter Editor, Sales Officer, Publicity Officer, Membership Secretary and Website Editor. The following posts must be filled: Chairman, Secretary and Treasurer. There will be no limitations for officers to hold more than one Committee post except that the posts of Chairman, Secretary and Treasurer must be held by three different people. Apart from these officers, other officers may be appointed on the invitation of the Committee subject to Clause 7.7 of this Constitution. A Committee member who holds two or more positions on the Committee can only vote once.
- 8.7 Individual Committee members, or a person who plans to stand for the Committee must notify the Group Secretary of any positions that they hold with other similar bodies. If the Group Secretary holds a position with another similar body, the Secretary must notify this to the Chairman of the Group. This is to ensure that no potential conflict of interest should occur.
- 8.8 A member of the Committee must declare a personal interest in any transaction or other arrangement, which the Group is proposing to enter into; he or she will be debarred from voting on the matter in question.

- 8.9 A Chairperson shall chair and conduct all of the meetings of the Committee and General Meetings. In conjunction with the Secretary, the Chairperson will conduct the general administration of the Group. The Chairperson shall have no right to vote, except when there is a tie of votes between members entitled to vote when a casting vote is permitted.
- 8.10 The Secretary will, in conjunction with the Chairperson, conduct the general administration of the Group. The Secretary will be responsible for convening all meetings of the Committee and all General Meetings. The Secretary will keep, or cause to be kept, minutes/records of these meetings.

In the absence of the Secretary at any meeting another Committee member may take minutes or an ordinary Group member from the floor may do so.

The minutes/records will be an accurate and true account of events at the meeting. The Secretary will also maintain the integrity of the Constitution in conjunction with amendments passed at Annual and Extraordinary General Meetings. The Secretary will deal with all official correspondence on behalf of the Group and maintain records necessary to the running of the Group.

- 8.11 A Treasurer will be responsible for all financial aspects of the Group. The Treasurer will keep records of all the Group's income and expenditure and will compile a report pertaining to the financial position of the Group at all Committee and General Meetings. The Treasurer must present a balance sheet for the Group's accounts for the financial year to an Annual General Meeting.
- 8.12 Traction/Technical Officers will advise on all technical aspects of the class. Traction/Technical Officers will also co-ordinate restoration and maintenance of any locomotive and any individual components that the Group own.
- 8.13 Any Publicity Officer appointed will raise the profile of the Group and Class within the preservation movement and in general. The Publicity Officer will also supply the railway press and associated organisations with up-to-date information concerning the Group and its activities.
- 8.14 A Newsletter Editor will produce the Group's newsletter.
- 8.15 A Membership Secretary will be responsible for handling membership applications, renewals and for maintaining the register of members.
- 8.16 Any Sales Officer appointed will be responsible for co-ordinating the acquisition and sale of goods to facilitate a profit for the Group.
- 8.17 A Website Editor will oversee the smooth running of the Group website and keep it updated on a regular basis with any information that the Webmaster, Newsletter Editor or the Committee see fit.

9 Committee Discipline

- 9.1 A Committee member MUST be a full member of the Group without exception. If a Committee member is disciplined under Clause 6 of this Constitution and is expelled as a member from the Group then that person will automatically relinquish their Committee post. This also applies to temporary or additional Committee members co-opted to the Committee under Clause 8.2 and Clause 8.3 of this Constitution.
- 9.2 Any Committee member who fails to carry out his or her duties in a satisfactory manner, or whose conduct is otherwise unsatisfactory, may be censured or expelled from office by majority vote of the Committee. The Group Secretary will write to the Committee member in question stating that a formal complaint has been received and provide details of this complaint along with the name of the complainant and advise the Committee member that the disciplinary process will now come into force and the Committee member in question will be suspended from duty.

- 9.3 The Committee will convene to hear the case within twenty-eight days.
- 9.4 The Committee member concerned will not be allowed to vote. The Group Chairperson will be allowed to vote at Committee disciplinary meetings unless they themselves are the subject of the vote. The Committee member concerned will be informed in writing of the Committee's decision.
- 9.5 The Committee member concerned shall have the right of appeal only if that Committee member is in receipt of new evidence to support his claim of unfair expulsion from the Committee and any appeal must be lodged with the Secretary within twenty-eight days of receipt of the Committee members notice of expulsion. The member will remain suspended from the Committee until the Committee convene to re-examine the case.
- 9.6 The Committee will reconvene to hear the appeal within fourteen days. The Committee member concerned will not be allowed to vote. The Group Chairperson will be allowed to vote at Committee disciplinary meetings unless they themselves are the subject of the vote. The Committee member concerned shall be informed in writing of the Committee's final decision. No further appeal is possible.
- 9.7 A Committee member who is appealing against a decision to expel him/her from the Group and/or the Group Committee will remain suspended from any Committee post until a decision to re-instate that person has been taken.
- 9.8 Any Committee member who allows his or her Group subscription to lapse (under Clause 5.2 of this Constitution) will be deemed to have resigned not only from the Group but also from his or her Group Committee post.
- 9.9 Should any of the Group Chairperson, Group Secretary or Group Treasurer be expelled from their Committee post under Clauses 6 and 9.1 of this Constitution, the remaining Committee members will have limited powers to fill any of these aforementioned posts in addition to their existing Committee posts, in order to manage the continued business of the Group. The vacant Committee post(s) may be filled by the remaining Committee members either on an individual basis or collectively, for a specific period of time.

In the circumstances described above, the remaining Committee members are required to actively seek to fill the vacant post(s) as stated above and in any case, must arrange for an Extraordinary General Meeting to be held as soon as is convenient and, not later than three months from the date the Committee member concerned has been informed in writing of the Committee's final decision to expel them.

This clause supersedes any other clauses in this constitution but only in the circumstances already described.

10 Group Committee Powers

In furtherance of its objects, the Group Committee shall have the following powers:

- 10.1 To purchase, take on lease, hire, or otherwise acquire, any property or rights, which are suitable for the Group's activities.
- 10.2 To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the Group.
- 10.3 To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the Group.
- 10.4 To borrow money, and to give security in support of any such borrowings by the Group.
- 10.5 To employ such staff as are considered appropriate for the proper conduct of the Group's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants.

- 10.6 To engage such consultants and advisors as are considered appropriate from time to time.
- 10.7 To effect insurance of all kinds (which may include Committee members' liability insurance).
- 10.8 To invest any funds which are not immediately required for the Group's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).
- 10.9 To liaise with other similar bodies, local authorities, English, Scottish or Welsh departments and agencies, and any other bodies, all with a view to furthering the Group's Aims and Objectives.
- 10.10 To establish and/or support any other charitable body, and to make donations for any charitable purpose falling within the Group's Aims and Objectives.
- 10.11 To form any charitable or limited company with similar Aims and Objectives to those of the Group, and, if considered appropriate, to transfer to any such company (without any payment being required from the company) the whole or any part of the Group's assets and undertaking.
- 10.12 To take such steps as may be deemed appropriate for the purpose of raising funds for the Group's activities.
- 10.13 To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- 10.14 To carry on any other lawful activities which further any of the above Aims and Objectives.

11 Finance

- 11.1 Committee members may spend up to fifty pounds purchasing items for the Group without prior approval and be reimbursed fully by the Group. Expenditure over fifty pounds must be sanctioned by two Committee members, preferably the Treasurer and / or the Chairperson (although these two people might not be always available). Any expenditure over fifty pounds without such approval may not be fully reimbursed.
- 11.2 All monies donated to the Group by whatever means will be deemed to be the property of the Group and may be disposed of at the discretion of the Group Committee in accordance with the Group's Rules and Constitution. Reimbursement of donations to Group members may only be made in exceptional circumstances and is entirely at the Committee's discretion. No appeal against the Committee's decision regarding donations is permissible.
- 11.3 The funds of the Group, including all donations, contributions and bequests, will be paid into accounts operated by the Committee in the name of the Group at such banks as the Group Committee shall from time to time decide. All cheques drawn on an account must be signed by the Treasurer and one other member of the Group Committee.
- 11.4 Monies in the Group's accounts shall only be used to further the aims and objectives of the Group.
- 11.5 Records of income and expenditure of all the Group's accounts will be kept by the Treasurer and will be presented at the Group Annual General Meeting.
- 11.6 A Limited Company 'Class 56 Locomotives Limited' has been established. This company has been fully ratified by the Class 56 Group Committee and the Group membership. Share monies and other finance from 'The Class 56 Group' may be transferred to 'Class 56 Locomotives Limited' at the Group Committee's discretion.
- 11.7 The financial year for the Group will be 1st September to 31st August.

12 Audits

- 12.1 An audit of the books and finances of the Group may be carried out once per annum and is at the discretion of the Committee. Any audit carried out shall be completed in time for the Annual General Meeting and should be carried out by either a certified or chartered accountant or two members of the Group appointed at the previous Annual General Meeting. The Auditor's recommendations must be considered at the next Annual General Meeting.

13 Property

- 13.1 The Treasurer should maintain an accurate record of the Group's property and holdings and location of each. The Treasurer should make the said property and holdings available for auditing purposes should it be required.

14 Constitution replacement or amendments

- 14.1 Amendments to the Constitution will only be sanctioned at General Meetings, provided that the amendments receive at least a two-thirds majority of those present and who are eligible to vote.
- 14.2 Notice of a new or amended clause(s)/rule(s) shall be given to the Secretary not less than Thirty-five before a proposed Annual General Meeting. Amendments scheduled for a General Meeting must have been notified to the membership not less than fourteen days before the General Meeting. Members may be notified by post or via the Group's newsletter.
- 14.3 The new rule or amendment will take effect on the day of passing and be published in the next newsletter.

15 Dissolution

- 15.1 In the event of the Group ceasing to be able to meet its aims and objectives, the Committee may convene a General Meeting specifically to discuss dissolution. Dissolution of the Group will only take place if a vote for dissolution receives at least a three-quarters majority of those present and who are eligible to vote at a meeting.
- 15.2 A Meeting of Dissolution must have been notified to the membership not less than fifty-six days beforehand. The membership can be notified by post or via the Group's newsletter provided that the business of the meeting is clearly stated.
- 15.3 Upon the winding up and dissolution of the Group, any assets belonging to the Group will not be dispersed to the membership but donated to an institution or group with similar aims and objectives of The Class 56 Group. This will only be done after all debts, liabilities, loans, either in cash or in kind, fully or partly owing, at the time of dissolution have been repaid.

16 Property

- 16.1 The title to all property, which may be acquired by or on behalf of the Group shall be held in the Group's name.
- 16.2 All property of the Group, including the website www.class56group.co.uk and the email address class56group@hotmail.com, belong to the Group as an entity and not to individuals.

17 Shares

- 17.1 The Group is empowered to raise funds for preservation by the establishment of a 'Preservation Fund' (hereafter called the 'Fund'). The 'Fund' may be a separate Bank or Building Society account administered by the Treasurer on behalf of the Group or it may be an amount specified from time to time by the Committee that is held within a pre-existing account in the Group's name.

- 17.2 A Limited Company 'Class 56 Locomotives Limited' has been established (Clauses 10.11 and 11.6). Monies in the Preservation Fund or 'Fund' as indicated in Clause 17.1 of this Constitution will transfer to 'Class 56 Locomotives Limited' at dates to be determined by the Committee and the Directors of that company. 'Class 56 Locomotives Limited' has its own Memorandum and Articles of Association, which can be examined at the company accountant's offices. No part of this Constitution applies to the functioning of 'Class 56 Locomotives Limited'.
- 17.3 The monies allocated to the 'Fund' shall be used for the purposes of financing the Group's preservation objectives under Clause 2 of this Constitution and for no other purpose.
- 17.4 Individual ordinary members may specify that contributions are made to the 'Fund'. Such contributions will from time to time be transferred to an account held by 'Class 56 Locomotives Limited' and shares in this company will be allocated in accordance with clause 17.2 of this constitution and in accordance with the Memorandum and Articles of Association of the company.

Once contributions to 'the Fund' have been transferred to 'Class 56 Locomotives Limited', no reimbursement of monies will be entered into by the Group unless in very exceptional circumstances, these will be considered by the Directors of 'Class 56 Locomotives Limited' on application. All decisions regarding the reimbursement of monies, which have subsequently been allocated as shares in 'Class 56 Locomotives Limited' will rest with the directors of that company.

- 17.5 Contributions to 'the Fund' made after 1 August 2006 shall be deemed to be for shares in 'Class 56 Locomotives Limited' and any shares so issued shall be subject to the Memorandum and Articles of Association of that company.
- 17.6 Individual members of the Group, including the Committee, may also subscribe for shares in 'Class 56 Locomotives Limited'
- 17.7 The Group may hold shares in 'Class 56 Locomotives Limited' as an entity. The Group's Committee is responsible for the administration of those shares. The Group's voting policy will be directed by majority vote amongst the Committee, with a casting vote held by the Chairman in the event of a tied decision. Committee members who hold shares as individuals may vote independently of the Committee, in proportion to their individual shareholding and in accordance with the Memorandum and Articles of the limited company.
- 17.8 The Committee are empowered to refuse to accept contributions to 'the Fund' if those contributions will result in shareholdings in 'Class 56 Locomotives Limited' which exceed the limits that are set out in that company's Memorandum and Articles of Association.

18 Liability

- 18.1 Neither the Group nor its officers shall be held responsible for any personal loss or injury sustained by a member or any other individual participating in any of the Group's activities beyond the limits of any insurance cover maintained by the Group or, the railway that the Group's assets are based at.
- 18.2 Members participating in any activities, directly or indirectly associated with the Group, including restoration or operation of any locomotives, whether owned or not by the Group, must comply with membership and health and safety regulations and requirements of the railway which is hosting those activities.

19 Change of address

- 19.1 Any change of address, excluding temporary changes, shall be notified to the Membership Secretary.

20 Special Circumstances

20.1 The Committee are empowered to act upon any matter not already provided for in this Constitution.

21 Important notice to Group members

21.1 This Constitution is The Class 56 Group's governing document. It may become necessary from time to time to amend this Constitution. This Constitution can only be amended by following the provisions laid down in section 14 of this document. Please write to the Group Secretary should you have any questions regarding the constitution.

22 Declaration

This constitution was approved and adopted by [*The Class 56 Group*] at a general meeting held on [*insert date*].

The initial members of the management committee are:

Designation: Chairperson

Signature

Name

Address

Designation: Secretary

Signature

Name

Address

Designation: Treasurer

Signature

Name

Address

This Constitution was written by Andrew Wilson B.A (Hons) [Econ] for the Class 56 Group on *the 15th March 2006*, with amendments by Tim Dawe prior to its notification to the Group *in May 2007*, and supersedes all previous Constitution documents subject to its adoption by the Group. This Constitution is copyright of The Class 56 Group.