

Club Rules and Constitution of Cupar & District Model Railway Club

1. Title

The Club shall be called Cupar & District Model Railway Club, (hereafter referred to as "the Club").

2. Objectives

1. To facilitate participation in and promotion of Model Railways of all gauges with a view to improving technical and cultural standard within Cupar & Surrounding areas.
2. Building a model railway layout or layouts to a variety of agreed scales to the best standards possible within the Clubs membership.
3. Assisting members with their own modelling.
4. Improving members' abilities and skills.
5. Organising an annual model railway exhibition in Cupar.
6. Carry out such other activities which, in the opinion of the Committee, will contribute to the above objectives.

3. Membership of the Club

3.1. Membership Application

1. Membership of the Club shall be open, on application, to anyone over 14 years of age interested in Model Railways, regardless of sex, age, disability, ethnicity, race, nationality, sexual orientation, occupation, religion, political or other beliefs.
2. Admission shall be by personal application. A form of application must be completed by any prospective member and submitted to the secretary, who will place the name of the prospective member before the Committee. A probationary period of Three (3) months will be required before membership is confirmed or is declined by the Committee. During the probationary period the name and address of the prospective member will be exhibited in a conspicuous place in the club premises until his/her admission is approved or declined as a member of the club. A pro-rata rate will be advised by the treasurer for any new members joining after 1st May.

For members under 18, a parent or guardian must counter sign the application form.

3. By joining the Club, every Member agrees to abide by the Club's Constitution and Rules.
4. The following membership options are available.
 - a. **Full Membership** Full Membership which will be open to any person over the age of 18. Subscriptions will be set as an annual rate with no additional charge for attending weekly meetings at the club room. Full members will also have full voting rights and after a 6 month period be eligible for keys to the club room.
 - b. **Junior Membership** is also available, on the same terms and conditions as (a) above, at a discounted rate which will be open to anyone from the age of 14 to 17 inclusive at time of joining. Junior members under 16 must be accompanied by a Parent or Guardian whilst at the club room, events or exhibitions. Junior will not be eligible to hold club room keys.
 - c. **Honorary Members** Honorary Membership which will be open to any person over the age of 18. This membership will be bestowed on anyone recognised by the Committee for past support but will not have voting rights.

- d. **Country Membership** Adult members living and working more than 35 miles from the Club Rooms. Country Members have no voting rights and are unable to have keys to the club room.

3.2. Subscriptions

1. The annual subscription shall fall due no later than 1st May at rates agreed by the Annual General Meeting.
2. Subscriptions will be at rates that will not pose a significant obstacle to participation in the club. Payment of subscriptions can be made in instalments up to 1st May. Subscription Fees can be paid by cash, cheque or card.
3. The Committee shall have discretionary power to waive or reduce subscriptions.
4. The Committee shall have the power to expel any Full Member whose subscription is in arrears.
5. Any Member being six months in arrears with the subscription shall be deemed by the Committee to have lapsed membership.

3.3. Cessation of Membership

1. Members may resign from membership at any time by written notice to that effect given to the Secretary. A member who resigns shall not be entitled to any refund of subscriptions in respect of the remaining period.
2. Membership shall not be transferable and shall cease immediately on death or on the failure of the member to comply with any condition of membership set out in this Constitution.
3. The Committee shall have the power to expel a Member when in its opinion it would not be in the interests of the Club for him or her to remain a member. Such expulsion shall be carried out in accordance with the Disciplinary Procedures set out in Section 9 below.
4. Any person shall, upon ceasing to be a Member of the Club, forfeit all rights to and claims upon the Club and its property and funds.
5. Upon ceasing Membership of the Club, individuals are required to return all keys, equipment and other club assets. Any personally identifiable data that has been collected through their involvement with the Club as a club officer, volunteer or otherwise should be passed to the Secretary where appropriate, or destroyed. AMRSS Ltd Membership cards (where issued) must also be returned to the Club Secretary.

3.4. Data Protection

1. Cupar & District Model Railway Club holds some details about members for the purposes of your Club Membership Card and other club purposes. This includes your name, contact phone number and email (where provided).
Under UK GDPR regulations we need your consent to hold your personal details on paper and in computerised format.
We do not and will not share your details with any other party unless you give us permission to do so.
Consent forms and Membership forms will be held by the Club Secretary for the duration of membership and will be destroyed upon cessation as a member.

4. Management

4.1. The Committee

The management of the Club shall be vested in a Committee, consisting of:

1. The Club will be administered by a Chair Person, Secretary, Treasurer and two full members.
2. All shall be Members, be elected at the Annual General Meeting, retire annually and be eligible for re-election.
3. The Committee shall have the power to fill vacancies and to co-opt members as deemed necessary. Such co-opted members shall not have a vote.
4. An Emergency Committee consisting of the Chairman, Secretary and Treasurer shall have the power to deal with any matter judged urgent by the Secretary and shall report such matters to the next meeting of the Committee.
5. The Secretary shall convene Committee meetings as required, giving at least ten days' notice of the date and venue of each meeting to the members of the committee by hand or to their last known postal or electronic address.
6. The quorum for Committee Meetings shall be four persons, present and eligible to vote.
7. Voting at Committee Meetings shall be on the basis of a simple majority with the chairman having a second casting vote.

4.2. Powers and Duties of the Committee

The Committee shall be responsible for the management of the Club and shall have the following specific powers and duties to:

1. Make Club Rules and regulations to allow for the day to day operation of the Club and its activities. Such Club Rules may not supersede or contradict provisions of the Constitution and must be reasonably available to Members.
2. Make and give receipts, releases and other discharges for any amount payable to the Club and for claims and demands of the Club.
3. Issue, sign, draw, endorse, negotiate, transfer and assign all cheques, bills, drafts, promissory notes, securities and instruments, negotiable and non-negotiable, to operate on the Club's banking accounts.
4. Enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name of, and on behalf of, the Club as they may consider expedient.
5. Pay all the costs and expenses of, and incidental to, any of the aforesaid matters.
6. Determine how and by whom any such power shall be executed, operations effected and documents signed.
7. Appoint Members or sub-Committees consisting wholly or partly of the Members of the Committee, to exercise such functions as the Committee may from time to time delegate to them.
8. Organise Club activities.

5. Club Meetings

5.1. Annual General Meetings

The Annual General Meeting shall be held in January for the purpose of:

1. Receiving the Annual Reports of the Secretary.
2. Receiving the Statement of Accounts and the Balance Sheet for the financial year.
3. Electing the Committee for the following year, plus the appointment of exhibition manager/team.
4. Electing Honorary Members where applicable.
5. Considering any amendments to the Constitution. Any proposed amendments to the Constitution must be received in writing by the Secretary at least 28 days before the date of the Meeting and be included in the Agenda.
6. Setting the membership fees for the forthcoming year.
7. Any other notified business.
8. The voting shall be restricted to voting Members as defined in section 3.1
9. Voting shall be on the basis of a simple majority except for proposals of amendments to the Constitution, which shall require a two-thirds majority of those present and voting.
10. At least 14 days' notice shall be given to Members of the date, venue and agenda of the meeting by hand or to their last known postal or electronic address.
11. Nominations for Life Members and Honorary Members shall be made in writing to the Secretary at least 5 days before the meeting and include the signatures of the two proposers.

5.1. Extraordinary General Meetings

1. Can be held on the call of any two members by notice in writing to the Secretary. Agenda and reasons shall be circulated to all members through the Secretary at least two weeks prior to the meeting date.

6. Financial Matters

6.1. Accounts

1. The Treasurer will ensure proper accounts are kept and provide the Committee with accurate financial reports on at least a quarterly basis. The Club's financial records shall always be open to inspection by the Committee.
2. The Treasurer will operate a Bank Account in the name of the Club. The Committee shall appoint three authorised signatories for any cheques, which shall be signed by at least two of the authorised signatories
3. The Club's Financial Year shall run from 1st January to 31st December inclusive. The Treasurer shall present accounts for the previous Financial Year to the Annual General meeting for consideration and copies of these will be available to Members at the meeting.
4. A separate Financial Statement shall be submitted at the AGM detailing the accounts for the Clubs own Model Railway Exhibition.

5. The Treasurer will, if requested by any Club member, show the Bank Account details, within one week of the request being made.

6.2. Application of Surplus Funds

1. The Club shall be a non-profit-distributing organisation. All surplus income or profits shall be reinvested in the Club and will be used to maintain or improve the Club's facilities or otherwise in furtherance of the objectives of the Club. No surplus or assets will be distributed to members or third parties.

The Club may also in furtherance with the objectives of the Club:

1. Remunerate members for providing goods and services, provided that such arrangements are approved by the Committee (without the Member being present) and are agreed on an arm's length basis.
2. Pay in good faith interest on money lent by a Member at a commercial rate of interest; reimburse any Committee Member or Honorary Officer his or her reasonable and proper out of pocket expenses incurred on Club business; any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Committee members in relation to the Club.
3. No Member shall be paid a salary, bonus, fee or other remuneration for competing on clubs behalf.

6.3 AMRSS Ltd & Model Rail Scotland

This section relates specifically to AMRSS Ltd and Model Rail Scotland.

The club is a shareholder in AMRSS Ltd the organisers of Model Rail Scotland. The club's liability to AMRSS Ltd as a shareholder is limited to £1.

A nominated member shall attend all meetings and vote on matters as needed. The nominated individual shall be the "Club Secretary" unless otherwise noted. A second observer can also attend the meetings.

For attending Model Rail Scotland with a layout, the club shall receive a shareholder payment from the final figures as specified by the AMRSS Ltd. This money shall be reinvested into the club.

As part of AMRSS Ltd, Club members are entitled to an optional AMRSS Ltd membership card. This card entitles holders to reduced priced admission at Model Rail Scotland if not attending as an exhibitor. The card also entitles members discounts at a number of retailers including Harburn Hobbies.

To hold one of these cards, Members need to complete a GDPR form and provide a passport style photograph. The data is held by AMRSS Ltd. Members are under no obligation to hold one of these cards.

Members displaying personal layouts at Model Rail Scotland on behalf of the club shall not be entitled to any of the shareholder payment. However, club members should not be out of pocket for exhibiting personal layouts, therefore expenses for van rental and fuel costs plus reasonable incidentals shall be paid in line with our expenses policy noted in Section 6.2.

7. Interpretation of Club Constitution and Rules

1. The Constitution may be added to or amended by resolution at any Annual or Extraordinary General Meeting carried by a majority of at least two-thirds of the Members voting thereon.
2. The Committee shall be the sole authority for the interpretation of the Constitution and of Club Rules. The decision of the Committee upon any questions of interpretation or upon any matter affecting the Club and not provided for by the Constitution, shall be final and binding on the Members except if otherwise directed by the Club in an Extraordinary or Annual General Meeting.

8. Dissolution of the Club

1. If at the General Meeting a resolution for the dissolution of the Club shall be passed by a two thirds majority of the Members present, an Extraordinary General Meeting shall be convened, to be held within not less than four weeks to further consider the matter, including at least two weeks' notice given to Members of the date, venue and agenda of the meeting by hand or to their last known postal or electronic address.
2. At such a properly convened Extra-ordinary General Meeting, the Members may vote to wind up the Club if not less than 75% of those present and voting support that proposal. If successful, the Committee shall proceed to realise the property of the Club and discharge all liabilities.
3. In the event of the Club being wound up, assets such as layouts, club stock and supplies shall be offered to local like-minded model railway clubs. After clearing all outstanding debts the remainder of Club funds shall be donated to Castlehill Association of Clubs and Societies.

9. Disciplinary Procedures

1. The Club shall not tolerate the physical or mental abuse, harassment, discrimination or defamation of any of its Members during, or subsequent to, Club Events. Any Member may be disciplined or excluded from membership of the Club if the members conduct has been, or is likely to be, prejudicial to the interests of the Club. Reasons for exclusion may include, but are not limited to: inappropriate behaviour (as determined by the Committee) by the Member or relative, or friend of that Member. Exclusion will be agreed by resolution of a majority of at least two thirds of those present and voting at a properly convened, quorate Committee Meeting.
2. Such Member shall have 28 day's clear notice of the Committee Meeting sent to them together with details of the case against him or her. The Member shall be entitled to attend the Meeting and be heard in defence, but shall not be entitled to be present at the voting or take part in the proceedings other than as the Committee shall permit. If the Member is a member of the Committee, he or she shall not be entitled to vote.
3. Any Member disciplined or excluded from the Club for disciplinary reasons may lodge an appeal to a panel of seven consisting of the Chair, three Members appointed by the Chair and three Members nominated by the Member. This panel shall have the power by a simple majority vote to annul the disciplinary action or exclusion, with or without the performance of any condition the panel think fit to impose.

10. Club Property, Club Room and Facilities

1. The Club will own the layout(s). The term "layout" is deemed to mean:- baseboards, track work, scenery, wagons, coaches, locomotives, electrical devices (attached to or required to operate the layout) and sundry other items donated to, or paid for by, the Club.
2. Members will be free to use their own rolling stock (if suitable) on the layout(s). Due regard for this stock must be made by other members and ownership must be respected.

3. Members are urged to take all reasonable care of Club and members property.
4. Significant Modifications to any club layout must be sanctioned by the club committee before commencement.
5. Subject to the discretion of the Committee, and if space allows, Full Members may site private model railway layouts in the club rooms, on the following conditions:
 - a) Private Layouts if using club property are to be offered for exhibition on the club's behalf.
 - b) Private layouts if not being worked on or offered for upcoming exhibitions are not to be stored in the club without prior consent of the committee.
 - c) Other members are able to operate the layout, subject to the owner's permission after necessary training.
 - d) Agreed space is subject to availability and should the Club require the space for Club projects, they will take priority.
 - e) If the Club has to move clubrooms all agreements will be null and void and previous agreements do not give a right to a new agreement.

The club will not be held accountable for any of the above items being damage, lost or stolen while in the club room and are left at and stored at owners risk.

6. Subject to the discretion of the Committee, and if space allows, Full Members may site private Stock in the club rooms, on the following conditions:
 - a) Private stock is kept tidy in storage containers.
 - b) Private stock stored in the club room if required is to be offed for club use when exhibiting.
 - c) Agreed space is subject to availability and should the Club require the space for group projects, they will take priority.
 - d) If the Club has to move clubrooms all agreements will be null and void and previous agreements do not give a right to a new agreement.
 - e) Quantity of stock being stored is at the discretion of the committee.
 - f) At any time the committee holds the right to remove all and any storage rights give. Any decisions will require the committee to give formal warning in writing with the reason as to why no less than two weeks prior to the required departure date.

The club will not be held accountable for any of the above items being damage, lost or stolen while in the club room and are left at and stored at owners risk.

Last update July 18th 2023

Signed by the Management Committee on the July 20th 2023 after ratification by Club Members.

Iain Smith
Chair

James Donaldson
Treasurer

Ryan Gray
Club Secretary

Larry Beveridge
Full Member

Steve Caird
Full Member