

RULES
of
THE GAUGE O GUILD LIMITED
(“the Company”)

Adopted by resolution passed on 6th September 2015

Amended by resolution passed on 2nd September 2018

Adopted by resolution passed on the 22nd June 2019

1. GENERAL

These Rules which are made under the powers, contained in the Company’s Articles of Association (“the Articles”) supplement the terms of the Articles and may be varied from time to time in the manner stipulated in the Articles. Nothing contained in them shall serve to vary the terms of the Articles and in the event of any conflict, the terms of the Articles shall prevail. Any reference to a Member is to a member of the Company.

2. OFFICE BEARERS

2.1 Subject to what is stated in Rule 2.4 the Members shall elect from their own number persons to hold the following offices for the periods set out in Rule 3:

2.1.1 President, (non-voting)

2.1.2 Chairman,

2.1.3 Secretary,

2.1.4 Treasurer

2.1.5 Chairman of each committee established under Article 4.

2.2 A Regional Manager for each of the four regions shall be elected by the Members, from the region’s Constituency Representatives or failing that by co-option by the Management Committee of a Member residing in the region to hold office as Directors of the Company in accordance with Rule 5.

2.3 Prior to each Annual General Meeting of the Company, the Directors shall give notice to the Members of which office bearers are then due to retire and invite nominations of candidates for election to their offices.

2.4 In the event of the holder of any of the offices specified in Rule 2.1 resigning or becoming legally incapable of holding office at any time prior to expiry of the period for which he shall

have been elected the Directors may appoint another Member to hold such office until the next Annual General Meeting of the Company.

3. APPOINTMENT OF DIRECTORS AND DURATION OF APPOINTMENT

3.1 The Directors of the Company, who shall be no fewer than 2 nor more than 14 in number, shall all be Members of the Company and shall be:

3.1.1 the persons from time to time appointed by the Members to hold the following offices:

- (a) President; (non-voting)
- (b) Chairman;
- (c) Secretary; and
- (d) Treasurer;

3.1.2 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 4.2.

3.1.3 such other persons as may be appointed by the Members under these Rules;

3.1.4 each person from time to time appointed by the Members to be a Regional Manager.

3.1.5 any person co-opted by the Directors (who shall have power so to do) to fill a temporary vacancy in their number.

3.2 Each person to be appointed as a Director shall be subject to the prior approval of the Management Committee and shall be appointed by ordinary resolution passed at an Annual General Meeting.

3.3 Subject to the provisions of Rule 3.4 the respective periods for which each Director shall be appointed and may be reappointed shall be as follows:

3.3.1 the President shall be appointed for a period of three years and shall not be eligible for a consecutive reappointment;

3.3.2 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;

3.3.3 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 period of three years;

3.3.4 other Directors except for those appointed under Rule 3.1.4 or for those co-opted in terms of Rule 3.1.5 shall be appointed for a period of three years and shall be eligible for annual reappointment for one further consecutive period of three years;

3.3.5 Directors appointed under Rule 3.1.4 shall be appointed for a period of three years and shall not be eligible for consecutive reappointment;

3.3.6 any Director co-opted in terms of Rule 3.1.5 shall hold office only until the first Annual General Meeting following the date of his co-option.

3.4 If it is deemed by the Management Committee 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.

4. MEETINGS OF DIRECTORS

The Directors shall meet at least four times during the year, either physically and or by means of remote electronic means.

5. REGIONAL MANAGERS

5.1 There shall be four regions and for each region one Constituency Representative may be elected as the Regional Manager from that region. Should no Constituency Representative be willing to stand to become a Regional Manager, the Management Committee may co-opt an ordinary member residing within the region to carry out the role until the next Annual General Meeting.

5.2 Regional boundaries shall be determined by the Management Committee.

6. CONSTITUENCY REPRESENTATIVES

6.1 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 Rules is 13 and the Management Committee shall have power to vary from time to time the extent and number of constituencies.

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

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

6.4 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 other than as a Regional Manager under Rule 5.1, he or she shall thereupon cease to be a Constituency Representative.

6.5 The election of Constituency Representatives shall be by postal ballot and the Management Committee shall lay down a sequence of such elections.

- 6.6 On an election required to be held in any constituency the Management Committee shall determine the date on which it will be held and will cause the Members residing in the constituency to be given reasonable prior notice of such date and of an earlier date for the receipt of nominations of candidates for election. Nominations shall be in writing signed by two Members residing within the constituency and shall include or be accompanied by a brief biographical profile of the candidate and his/her signed acceptance of the nomination. Whilst desirable it is not essential that any candidate reside within the constituency provided he/she is prepared to travel to and within the constituency.
- 6.7 In the event of only one valid nomination of a candidate being received he or she shall be deemed to be duly elected and in the event of more than one such nomination being received, ballot papers will be sent to all Members within the constituency and will be accompanied by the profile of each candidate and include instructions for their return by the date of election specified under Rule 6.2. The Management Committee shall determine the manner in which the votes shall be counted.
- 6.8 If at any time and for any reason any constituency shall be without a Constituency Representative, the Management Committee may appoint any Member as an interim Constituency Representative or otherwise to represent the interests of the constituency until such time as a Constituency Representative is elected.

7. HONOURS

7.1 Vice Presidents

The Members may by ordinary resolution appoint to be a Vice President of the Company any Member whom they deem to have given exceptional service to the management of the Company for a period of not less than ten years. Vice Presidents shall receive a physical token of their appointment.

7.2 Honorary Membership

7.2.1 The Members may by ordinary resolution appoint as an Honorary Member any Member whom they deem to have given outstanding service to the interests and activities of the Company over many years.

7.2.2 Honorary membership will be held for life.

7.3 Guild Order of Merit

The Management Committee may bestow on any Member whom they deem to have made a substantial contribution to the activities of the Company the Guild Order of Merit which shall take the form of a trophy or other tangible item decided upon by the Management Committee.

8. ACCOUNTS

The accounts of the Company for each year will be prepared from the Company's records by a professionally qualified accountant or firm of accountants who shall provide a report thereon.

9. TRADING

Members appointed by the Management Committee to conduct trading activities on behalf of the Company shall maintain records of stocks and of sales and shall be responsible for the safe custody of the stocks and funds held by them. They shall pass the income from sales to the Treasurer at regular intervals and at the end of each financial year shall provide the Treasurer with a statement of income and expenditure for the year, together with a certificate of stock in hand.

10. ANNUAL GENERAL MEETING

10.1 The Company shall hold an Annual General Meeting of which the Members will be given not less than 21 days' prior written notice, setting out the business to be transacted.

10.2 The business to be transacted at the Annual General Meeting shall include but shall not be restricted to:

10.2.1 Approval of the minutes of the previous Annual General Meeting and any intervening general meeting,

10.2.2 Consideration of any matters arising therefrom,

10.2.3 Receipt and, if thought fit, approval of an Annual Report by the Management Committee,

10.2.4 Receipt of the annual accounts of the Company and reports thereon,

10.2.5 The election of Office Bearers,

10.2.6 Receipt of the results of elections of Constituency Representatives,

10.2.7 The appointment of Vice Presidents and Honorary Members, if any,

10.2.8 Intimation of any awards of the Guild Order of Merit made since the previous Annual General Meeting,

10.2.9 The appointment of a professionally qualified accountant or firm of accountants to undertake the duties set out in Rule 8, and

10.2.10 Any other business considered relevant by either the Chairman of the meeting or a majority of the Members present.

10.3 Any Member may propose a resolution for consideration at an Annual or any other general meeting of the Company provided the same is seconded by another Member and notice thereof in typewritten or electronic format suitable for word processing is given to the Secretary not less than 60 days prior to such meeting.

11. MEMBERSHIP

11.1 Any Member wishing to resign from membership shall give the Company not less than seven days' prior written notice of his/her resignation and shall not be entitled to a refund of any part of any annual subscription paid by him/her.

11.2 Any person whose membership of the Company has been terminated under Rule 13 for non-payment of the annual subscription within three months of its becoming due shall be entitled to have his/her membership reinstated by making payment of such subscription within a further period of three months.

12. ANNUAL SUBSCRIPTION AND ADMISSION TO MEMBERSHIP

12.1 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 Management Committee shall from time to time determine.

12.2 No person shall become a Member unless:

12.2.1 such person has completed an application for membership in a form approved by the Management Committee; and

12.2.2 the Management Committee has approved such application; and

12.2.3 such person has made payment of his or her first annual subscription.

13. TERMINATION OF MEMBERSHIP

In addition to the circumstances described in Rule 14 membership shall be terminated:

13.1 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

13.2 in the event of the Member's death; or

13.3 upon the resignation of a Member.

14. EXPULSION OF A MEMBER

14.1 If in the reasonable opinion of a meeting of the Directors from which the President shall be excluded any Member:

14.1.1 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

14.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

14.1.3 has breached to a material extent the terms of the Articles or any rules made under Articles 5.10 or 5.11;

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 Management Committee and on receipt of such an intimation there shall be convened a meeting of the Management Committee 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 Chairman of the guild or in his absence by the Vice Chairman 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 Management Committee.

14.2 Such meeting of the Management Committee 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.

14.3 A member on receiving the decision of the Management Committee will have the right to appeal under the Disciplinary and Grievance Procedure of the Company.

14.4 The membership of such a Member shall be terminated:

14.4.1 if no intimation is given by the Member in terms of Rule 14.1, by the date specified in the notice given to him or her in terms of that Rule; or

14.4.2 if the Member shall without due cause fail to attend the meeting of the Management Committee convened in terms of Rule 14.1, by the date of that meeting; or

14.4.3 if such meeting of the Management Committee so decides, on the date of that decision pending any appeal under the disciplinary and grievance procedure of the Company;

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.

15. WINDING UP OF THE COMPANY

15.1 If a resolution calling for the winding up of the Company is passed by a majority of not less than three quarters of the Members present in person or by proxy at a general meeting of the Company, a postal ballot of all the Members shall then be held and if not less than three quarters of the votes cast in such ballot shall be in favour of the resolution, the Directors shall proceed to wind up the Company.

15.2 On such winding up, any assets remaining after satisfaction of all debts and liabilities of the Company and the proper expenses of winding up shall, unless the resolution calling for the winding up of the Company contain any specific provision to the contrary, be paid to or

distributed equally among those persons who on the date of the general meeting referred to in Rule 10.1 shall have been Members for not less than one year.

16. NOTICES

16.1 Any notice required to be given to the Members in terms of these Rules shall be sufficiently given if included in or sent with an edition of Guild News or if the same shall no longer exist, any other periodic publication of the Company distributed to all Members and shall not be invalidated by its non-receipt by any Member.

16.2 Any notice or intimation to be given to the Company whether in terms of these Rules or otherwise shall be sent to the Secretary whose postal and email addresses for the time being will be set out on the Company's website and in each edition of Guild News or other periodic publication as set out in Rule 16.1.

17. DISCIPLINARIES AND GRIEVANCES

Any disciplinaries or grievances shall be dealt with in accordance with the Company's Disciplinary and Grievance Procedure, a copy of which is available by request to the company secretary.

18. REMUNERATION

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

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

19. REIMBURSEMENTS OF EXPENSES

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

19.1 attendance at meetings of Directors;

19.2 attendance at meetings of the Management Committee ;

19.3 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.