

The Charter

GRANTED BY

KING CHARLES II.

TO

THE GOVERNORS

OF THE

Charity for Relief

OF THE

POOR WIDOWS AND CHILDREN

OF

Clergymen,

A.D. 1678

## THE CHARTER

### 1 Recitals

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Charles the Second by the grace of God, King of England, Scotland, France and Ireland, Defender of the Faith, &c. To all whom these presents shall come greeting. Whereas we are informed by the humble petition of divers of our loving subjects who are sons of clergymen, that several charitable and well-disposed persons, the children of clergymen and others, have appeared very free and forward in contributing to the relief and maintenance of such of the widows and children of loyal and orthodox clergymen as are poor and indigent, which have been to good effect in placing out many of the said poor children apprentices, and towards the maintenance of others at the university and to the relief of many of the said poor widows. And whereas we are informed and well-assured, that if we would be graciously pleased to erect and settle a Corporation for the receiving, managing and disposing of the said Charity, they should not only be encouraged to continue and enlarge such their contributions, but divers others would be likewise induced to extend the like charity to the uses aforesaid. And whereas nothing is more agreeable to our royal inclinations than the promoting works of mercy and charity.

### 2 Incorporation

- 2.1 We do, by these presents, for us, our heirs and successors, really and fully make, ordain, constitute and declare one body politic and corporate in deed and in name, and that by the same name they shall and may have perpetual succession.
- 2.2 The Court for ever hereinafter shall and may have a common seal to serve for the causes and business of them and their successors, and that it shall and may be lawful for them and their successors to change, break, alter and make new the said seal from time to time at their pleasure, and as they shall think best.

### 3 Objects

- 3.1 The Corporation shall apply the clear yearly income and at its discretion the whole or part of the property of the Corporation for the public benefit in providing assistance to beneficiaries, whether directly or indirectly, in such manner as and by such means as the Court of Assistants from time to time in their absolute discretion think fit for the relief or prevention of poverty or hardship or for the relief of illness and the promotion of health, whether physical or mental.

"beneficiaries" means members of the clergy, ordinands and the spouses, former spouses, children and dependants of living or deceased members or former members of the clergy or of ordinands.

- (a) "children" includes adopted children, step-children and persons treated as the children of a marriage or civil partnership.
- (b) "civil partners" means the members of a civil partnership within the meaning of Section 1(1) of the Civil Partnership Act 2004.
- (c) "clergy" and "members of the clergy" mean bishops, priests and deacons of the Anglican Communion.
- (d) "ordinands" means persons who are preparing for ordination as members of the clergy.
- (e) the "spouse" of a person means his or her wife, husband, civil partner, widow, widower or surviving civil partner.

#### **4 Powers of the Court**

- 4.1 The government and control of the Corporation shall be vested in the Court of Assistants which shall have the whole management and direction of all the affairs and business of the Corporation, and act and do in all things as they shall judge necessary for the well-ordering and governing of the same, according to such laws and constitutions as shall be made.
- 4.2 The Court has the power to do anything which is calculated to further the Objects, or any of them, or is conducive or incidental to doing so. In particular, and without limiting the foregoing, the Court's powers include power:
  - 4.2.1 to accept any gift or transfer of money or any other property whether or not subject to any special trust;
  - 4.2.2 to raise funds, provided that in doing so the Corporation shall not undertake any substantial permanent taxable trading and shall comply with any relevant statutory regulations;
  - 4.2.3 to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal estate;
  - 4.2.4 to maintain, alter or equip for use any real or personal estate;
  - 4.2.5 to erect, maintain, improve, or alter any buildings in which the Corporation for the time being has an interest;
  - 4.2.6 subject to such consents as may be required by law to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to the Corporation;

- 4.2.7 subject to such consents as may be required by law to borrow or raise money and to give security for loans or grants;
- 4.2.8 to make grants or loans of money, to give guarantees and become or give security for the performance of contracts and to grant powers of attorney by way of security for the performance of obligations;
- 4.2.9 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;
- 4.2.10 to deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a financial expert (as defined in Article 4.2.11) and having regard to the suitability of investments and the need for diversification;
- 4.2.11 to delegate the management of investments to a financial expert but only on terms that:
- (a) the investment policy is set down in writing for the financial expert by the Court;
  - (b) make provision for appropriate and regular reporting obligations to the Court in respect of all transactions;
  - (c) the performance of the investments is reviewed regularly with the Court;
  - (d) the Court shall be entitled to cancel the delegation arrangement at any time;
  - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
  - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Court on receipt; and
  - (g) the financial expert must not do anything outside the powers of the Court;

and **financial expert** means a person who is reasonably believed by the Court to be qualified to give advice in relation to investments by reason of his or her ability in and practical experience of financial and other matters relating to investments;

- 4.2.12 to arrange for investments or other property of the Corporation to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of

the Court or of a financial expert (as defined in Article 4.2.11) acting under their instructions and to pay any reasonable fee required;

- 4.2.13 to insure and arrange insurance cover of every kind and nature in respect of the Corporation, its property and assets and take out other insurance policies to protect the Corporation, its employees, volunteers or members as required;
- 4.2.14 to provide indemnity insurance to cover the liability of the Assistants which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Corporation: Provided that any such insurance shall not extend to any claim arising from any act or omission which the members of the Court knew to be a breach of trust or breach of duty or which was committed by an Assistant in reckless disregard of whether it was a breach of trust or a breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against an Assistant in his or her capacity as a trustee of the Corporation;
- 4.2.15 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Corporation provided that the Corporation may only employ an Assistant to the extent permitted in Article 5.2 and subject to compliance with the conditions set out there;
- 4.2.16 to enter into contracts to provide services to or on behalf of other bodies;
- 4.2.17 to establish subsidiary companies to assist or act as agents for the Corporation;
- 4.2.18 to make any charitable donation either in cash or assets; and
- 4.2.19 to act and do all other matters and things in as ample manner and form as any other our liege subjects of this our Realm of England, being persons able and capable in the law, or any other body corporate or politic within our Realm of England, can or may have, purchase, receive, possess, take, enjoy, retain, give, grant, set, let, alienate, assign and dispose, plead and be impleaded, answer and be answered unto, defend and be defended, do, permit and execute.

## **5 Application of income and property**

### **5.1 An Assistant**

- 5.1.1 shall be entitled:

- (a) to be paid reasonable out-of-pocket expenses properly incurred when acting on behalf of the Corporation;
  - (b) to an indemnity in respect of any liabilities properly incurred in the running of the Corporation (including the costs of a successful defence to criminal proceedings);
- 5.1.2 may benefit from insurance cover, including indemnity insurance, purchased at the expense of the Corporation in accordance with this Charter or any other power conferred by law.
- 5.2 Subject thereto, no Assistant may receive any payment or other material benefit, directly or indirectly, from the Corporation unless:
  - 5.2.1 the payment is expressly permitted in Article 5.3 below and the conditions set out in Article 5.4 are followed; or
  - 5.2.2 the Corporation obtains the prior written approval of the Charity Commission.
- 5.3 An Assistant may directly or indirectly:
  - 5.3.1 receive a benefit in the capacity of a beneficiary of the Corporation;
  - 5.3.2 receive fees, remuneration or other benefit in money or money's worth under a contract for the supply of goods or services (including goods supplied in connection with the provision of such services) to the Corporation in accordance with Article 5.4;
  - 5.3.3 receive interest on money lent to the Corporation at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Court or 3%, whichever is the greater;
  - 5.3.4 receive reasonable and proper rent for premises demised or let to the Corporation.
- 5.4 The authority in Article 5.3 above is subject to the following conditions being satisfied:
  - 5.4.1 the remuneration or other sums paid to or for the benefit of the Assistant do not exceed an amount which is reasonable in all the circumstances;
  - 5.4.2 prior to any payment being made to the Assistant or for his or her benefit (other than in his or her capacity as a beneficiary) an appropriate written contract is concluded with the Assistant (or relevant person) on behalf of the Corporation containing the full details of his or her duties and obligations to the Corporation, the amount of remuneration payable to him or her and all other relevant terms and conditions and copies of all such contracts are retained by the Corporation for inspection by any authorised person;

- 5.4.3 the other Assistants are satisfied that it is in the interests of the Corporation to contract with that Assistant (or relevant person) rather than with someone who has no connection with the Corporation. In reaching that decision the Court shall balance the advantage of contracting with the Assistant (or relevant person) against the disadvantages of doing so (including the loss of the Assistant's services as a result of dealing with the Assistant's conflict of interests in accordance with this Charter);
- 5.4.4 a majority of the Assistants then in office are not benefiting from such payments or benefits;
- 5.4.5 the provisions of Article 6 of this Charter are observed in relation to any discussions or decisions of the Court concerning that Assistant's interest, his or her performance, remuneration or any variation of his or her remuneration;

and, in this Article, where Article 5.3 applies in respect of an Assistant indirectly, a relevant person is a person (other than the Assistant) who proposes to be engaged, enter into a contract with, lend money to or demise or let premises to the Corporation under Articles 5.4.2, 5.4.3, 5.4.4 or 5.4.5 as the case may be.

## **6 Conflicts of Interest and Conflicts of Loyalty**

- 6.1 Whenever an Assistant has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Court or a committee of the Court or in any transaction or arrangement with the Corporation (whether proposed or already entered into), the Assistant concerned shall:
  - 6.1.1 declare an interest at or before any discussion on the item;
  - 6.1.2 withdraw from any discussion on the item save to the extent that he or she is invited expressly to contribute information;
  - 6.1.3 not be counted in the quorum for the part of any meeting and any vote devoted to that item; and
  - 6.1.4 withdraw during the vote and have no vote on the item.
- 6.2 Where an Assistant becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Court, the Assistant concerned shall:
  - 6.2.1 as soon as possible declare an interest to all the other Assistants;
  - 6.2.2 not be entitled to vote on the resolution in writing, and

the resolution shall take effect accordingly provided that any Assistant who has already voted on the resolution may, on being notified of the personal interest, withdraw his or her vote.

- 6.3 Articles 6.1.2 to 6.1.4 and 6.2 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised under this Charter.
- 6.4 If a conflict of interests arises for an Assistant, which may but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Charter, then, on the matter being proposed to the Court, the unconflicted Assistants may authorise the conflict of interests (the authorised conflict) subject to the conditions in Article 6.5.
- 6.5 A conflict of interests may only be authorised under Article 6.4 if:
- 6.5.1 the unconflicted Assistants consider it is in the interests of the Corporation to do so in the circumstances applying;
  - 6.5.2 the procedures under Articles 6.1 and 6.2 (as the case may be) are followed in respect of the authorised conflict; and
  - 6.5.3 the terms of the Charter are complied with in respect of any direct or indirect benefit to the conflicted Assistant which may arise from the authorised conflict.
- 6.6 Where a conflict is authorised in accordance with Articles 6.4 and 6.5 above, the unconflicted Assistants, as they consider appropriate in the interests of the Corporation, may set out any express terms of the authorisation.

## **7 Composition of the Court of Assistants**

The Court shall consist of a minimum of six and up to a maximum of sixteen Assistants.

## **8 Appointment of Assistants**

- 8.1 The Governors may, by a majority decision and upon the recommendation of the Court, and having first elected the individuals to be Governors of the Corporation in accordance with Article 12.1 below (if they are not already Governors), elect additional Assistants or elect Assistants to replace any Assistant whose term is expiring at an Annual Assembly.
- 8.2 The Governors shall, by a majority decision and upon the recommendation of the Court, ensure that three of the Assistants elected by them under Article 8.1 are also elected to hold the office of Treasurer of the Corporation.
- 8.3 The Court shall have the power to co-opt additional or replacement Assistants in the event:
- 8.3.1 an Assistant dies or otherwise ceases to be a member of the Court before the expiration of their term of office; or



8.3.2 the Court determines it appropriate and in the best interests of the Corporation to appoint an Assistant to fill a particular skills or experience gap identified by the Court.

8.4 The Court shall have the power to appoint an Assistant to replace a Treasurer who ceases to be a Treasurer at any point before the expiration of his or her term of office. Any Assistant co-opted as a Treasurer under this Article shall be appointed for a term that expires at the next Annual Assembly at the end of which he or she shall retire.

8.5 No election or co-option of an Assistant may be made which would cause the number of Assistants to exceed any number fixed as the maximum number of Assistants.

8.6 Any Assistant co-opted under this Article shall automatically become a Governor.

8.7 Subject to Article 9 an Assistant shall hold office until his or her retirement in accordance with Article 9.

## **9 Retirement, re-election and removal of Assistants**

9.1 Any Assistant elected in accordance with Article 8.1 shall be appointed for a term of three years at the end of which he or she shall cease to hold office.

9.2 Any Assistant co-opted in accordance with Article 8.3 shall be appointed for a term that expires at the next Annual Assembly at the end of which he or she shall cease to hold office.

9.3 Subject to Article 9.4, an Assistant who has reached the end of his or her term shall be eligible for re-election by the Governors.

9.4 No Assistant who has served for a consecutive period of nine or more years shall be eligible for immediate re-election by the Governors, save in exceptional circumstances with the prior approval of at least two-thirds of the Assistants entitled to vote on the matter.

9.5 Any Assistant re-elected under Article 9.4 shall be re-elected for a single term of a maximum of two years.

9.6 In the event an Assistant:

9.6.1 retires from office under Article 9.7.1; or

9.6.2 reaches the end of his or her term and is not re-elected under Articles 9.3 or 9.4,

he or she shall only be eligible for re-election by the Governors once a minimum of three years has elapsed since he or she last held office.

- 9.7 An Assistant ceases to hold office if he or she:
- 9.7.1 retires by notifying the Corporation in writing (but only if enough Assistants will remain in office when the notice of resignation takes effect to form a quorum for meetings);
  - 9.7.2 dies;
  - 9.7.3 in the written opinion, given to the Corporation, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as an Assistant and may remain so for more than three months; or
  - 9.7.4 the Assistant is disqualified from acting as a charity trustee by virtue of the Charities Act;
  - 9.7.5 a court makes an order which wholly or partly prevents the Assistant from personally exercising any powers or rights which he or she would otherwise have and the Court resolves that his or her office be vacated;
  - 9.7.6 the Assistant is absent from all Court meetings without leave for one year and the Court resolves that his or her office be vacated; or
  - 9.7.7 the Assistant is directly or indirectly interested in any contract with the Corporation and fails to declare the nature of his or her interest as required by this Charter and the Court resolves that the office be vacated.

## **10 Delegation by the Court of Assistants**

- 10.1 The Court may delegate any of its powers to any committee consisting of two or more Assistants and such other persons as the Court may appoint.
- 10.2 The Court shall determine the terms of any delegation to such a committee and may impose conditions, including that:
  - 10.2.1 the relevant powers are to be exercised exclusively by the committee to which the Court delegates; and
  - 10.2.2 no expenditure may be incurred on behalf of the Corporation except in accordance with a budget previously agreed with the Court.
- 10.3 The terms of any delegation to a committee shall be recorded in writing.
- 10.4 The Court may revoke or alter a delegation.
- 10.5 All acts and proceedings of committees shall be reported to the Court fully and promptly.

- 10.6 The Court may delegate day to day management and administration of the Corporation to one or more managers.
- 10.7 In respect of each manager the Court shall:
  - 10.7.1 provide a description of the manager's role; and
  - 10.7.2 set the limits of the manager's authority.
- 10.8 The managers shall report regularly and promptly to the Court on the activities undertaken in accordance with their role.

## **11 Proceedings of the Court of Assistants**

- 11.1 Subject to the provisions of this Charter, the Court may regulate its proceedings as it thinks fit including about how it takes decisions, and about how any such regulations are to be recorded or communicated to the Assistants.
- 11.2 The Assistants shall meet at least three times a year.
- 11.3 A meeting of the Assistants may be called by the Senior Treasurer or any two Assistants.
- 11.4 The Assistants shall make arrangements for notice of meetings of the Court to be given. Such notice must indicate:
  - 11.4.1 the proposed date, time and subject matter of the meeting;
  - 11.4.2 where it is to take place; and
  - 11.4.3 if it is anticipated that Assistants participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 11.5 Notice of a meeting of the Court must be given to each Assistant, but need not be in writing.
- 11.6 Subject to Article 11.7, five Assistants shall constitute a quorum.
- 11.7 At least one Treasurer must be present for a meeting to be quorate.
- 11.8 In relation to the quorum for a meeting of the Court:
  - 11.8.1 no decision other than a decision to call a meeting of the Court shall be taken by the Assistants unless a quorum participates in the decision-making process;

- 11.8.2 notwithstanding Article 11.8.1 above, if the total number of Assistants for the time being is less than the quorum required for decision-making by the Court, the Court shall not take any decision other than a decision to appoint one or more additional Assistants;
- 11.8.3 an Assistant shall not be counted in the quorum present at a meeting in relation to a resolution on which he or she is not entitled to vote.
- 11.9 The Court shall appoint one of the Treasurers as Senior Treasurer and shall, subject always to Article 9, determine the period for which the Senior Treasurer is to hold this position.
- 11.10 The Senior Treasurer shall chair meetings of the Court. If the Senior Treasurer is not present, one of the other Treasurers shall chair the meeting.
- 11.11 Except where otherwise provided in this Charter, every issue shall be determined by a simple majority of the votes cast at a meeting of the Court.
- 11.12 Participation in meetings by electronic means
  - 11.12.1 A meeting may be held by suitable electronic means agreed by the Assistants in which each participant may communicate with all the other participants.
  - 11.12.2 Any Assistant participating at a meeting by suitable electronic means agreed by the Assistants in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
  - 11.12.3 Meetings held by electronic means must comply with the rules for Court meetings.
- 11.13 All acts done by any meeting of the Court or of a committee of the Court, or by any person acting as an Assistant, shall, notwithstanding that it be afterwards discovered that:
  - 11.13.1 there was some defect in the appointment of any such Assistant or person acting as an Assistant, or
  - 11.13.2 they or any of them were disqualified, or
  - 11.13.3 they or any of them were not entitled to vote on the matter,be as valid as if every such person had been duly appointed and was qualified to be an Assistant.
- 11.14 A procedural defect of which the Assistants are unaware at the time shall not invalidate decisions taken at a meeting of the Court.

- 11.15 A resolution in writing or in electronic form agreed by all of the Assistants entitled to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Court duly convened and held.
- 11.16 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Assistants has signified their agreement.
- 11.17 Minutes of the proceedings of the Court shall be kept and duly recorded.

## **12 Governors**

- 12.1 The Governors of the Corporation shall, by a simple majority, elect such person and persons to be Governors of the Corporation as they shall think fit, including in the place of such person or persons that have died or been removed as Governors.
- 12.2 Governors of the Corporation may be required to pay a fee for membership, as fixed by the Court from time to time.
- 12.3 The Court may establish different classes of Governor and may regulate, or provide for the regulation of, all matters relating to the admission, rights and privileges, and discipline of Governors subject, save for in relation to the fixing of membership fees under Article 12,2 above, to the approval of Governors in an Annual or Extraordinary Assembly.
- 12.4 A person shall cease to be a Governor of the Corporation if:
  - 12.4.1 the Governor dies; or
  - 12.4.2 the Governor retires by written notice to the Corporation.

## **13 Meetings of the Governors**

- 13.1 The Corporation shall in each year hold an Annual Assembly in addition to any other Assembly in that year, however, the Court may, in exceptional circumstances, determine by a simple majority that it is not necessary to hold an Annual Assembly in a particular year.
- 13.2 All Assemblies other than the Annual Assembly shall be called Extraordinary Assemblies.
- 13.3 The Court may, whenever it thinks fit, convene an Extraordinary Assembly.
- 13.4 Extraordinary Assemblies may also be convened on the requisition of Governors representing at least 5% of the Governors having a right to attend and vote at Assemblies.

## **14 Notice of Assemblies**

- 14.1 An Assembly shall be called by at least 14 clear days' notice.
- 14.2 An Assembly may be called by shorter notice if it is so agreed by a majority in number of the Governors having a right to attend and vote at the Assembly.
- 14.3 The notice shall specify the place, the day and the time of the Assembly, the general nature of the business to be transacted and, in the case of an Annual Assembly, shall specify the Assembly as such.
- 14.4 Notice of an Assembly shall be given to every Governor, Assistant, President and Vice-President.
- 14.5 The accidental omission to give notice of an Assembly to, or the non-receipt of notice of an Assembly by, any person entitled to receive notice shall not invalidate the proceedings at that Assembly.
- 14.6 A Governor present at any meeting of the Corporation either in person or by proxy shall be deemed to have received notice of the Assembly and, where requisite, of the purposes for which it was called.

## **15 Proceedings at Assemblies**

- 15.1 No business shall be transacted at any Assembly unless a quorum is present.
- 15.2 Twenty-five Governors entitled to vote upon the business to be transacted including at least twenty Governors who are not also Assistants shall be a quorum.
- 15.3 There shall be a chair of every Assembly:
  - 15.3.1 The Senior Treasurer shall chair every Assembly of the Corporation.
  - 15.3.2 In his or her absence another of the Treasurers shall act as chair.
  - 15.3.3 If at any meeting the chair is not present within ten minutes after the time appointed for the holding of the Assembly and willing to act, the Governors present shall elect one of their number to chair the Assembly.

## **16 Votes of Governors**

- 16.1 Every Governor shall have one vote.
- 16.2 A Governor is able to exercise the right to speak or vote at an Assembly when that Governor is in a position, during the Assembly, to communicate to all those attending

the Assembly any information or opinions which that person has on the business of the Assembly.

- 16.3 The Governors may make whatever arrangements they consider appropriate to enable those attending an Assembly to exercise their rights to speak or vote at it.
- 16.4 A resolution put to the vote of an Assembly shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.
- 16.5 A poll may be demanded:
- 16.5.1 by the chair of the Assembly; or
  - 16.5.2 by at least one tenth of Governors present entitled to attend and vote at the Assembly.
- 16.6 Unless a poll is duly demanded, a declaration by the chair and an entry to that effect in the minutes of proceedings of the Corporation that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 16.7 If a poll is demanded, the poll shall be taken in such manner as the chair of the Assembly directs.

## **17 Honorary Officers**

The Court may from time to time appoint and dismiss, as it may deem expedient, persons to the office of Honorary President and Vice-President.

## **18 Amendments to this Charter and the adoption of Bye-Laws and Regulations**

- 18.1 The Corporation may with the prior approval of the Court and by a majority of not less than two thirds of the Governors entitled to attend and vote at the meeting as may be present at the meeting, amend or add to this Charter, provided that no such amendment or addition shall have effect until approved by the Lords of Our Most Honourable Privy Council.
- 18.2 The Corporation may with the prior approval of the Court and by a majority of not less than two thirds of the Governors entitled to attend and vote at the meeting as may be present at the meeting, adopt, revoke, amend or add to the Bye-Laws for the time being in force; provided that no such revocation, amendment or addition shall have effect until approved by the Lords of Our Most Honourable Privy Council.
- 18.3 The Bye-Laws may provide for all matters whatsoever in anywise connected with the management of the Corporation, its property and affairs and may direct that any matter

which pursuant to this Charter may be prescribed or regulated in the Bye-Laws may be further prescribed or regulated by Regulations; provided that any such further prescription or regulation shall not be repugnant to the provisions of this Our Charter or the Bye-Laws. Regulations shall be made, and may be amended or repealed, by a resolution of the Court.

- 18.4 In any case of conflict, the provisions of this Charter shall prevail over those of the Bye-Laws and Regulations, and the provisions of the Bye-Laws shall prevail over those of the Regulations.
- 18.5 No amendment shall be made to the Charter that shall cause the Charter to cease to be charitable.

## **19 Governing Law**

The Corporation shall comply with the requirements of this Charter and in accordance with the laws of England and Wales.

## **20 Interpretation**

- 20.1 In this Charter, unless the context otherwise requires

“Annual Assembly” means the annual Assembly of the Governors to be convened and held in accordance with the provisions of this Charter.

“Assembly” means any meeting of the Governors of the Corporation and includes the Annual Assembly.

“Assistant” means a member of the Court of Assistants, who shall also be a charity trustee as defined in the Charities Act;

“Bye-Laws” means any Bye-Laws of the Corporation made from time to pursuant to Article 18.2 of this Charter.

“Charities Act” means the Charities Act 2011 including any statutory modification, consolidation or re-enactment thereof for the time being in force;

“Charter” means this Royal Charter, as revoked, amended or added to from time to time.

“Court” or “Court of Assistants” means the body responsible for directing the affairs of the Corporation constituted in accordance with this Charter.

“Corporation” means the body politic and corporate constituted by this Charter.



“Extraordinary Assembly” means any Governors’ meeting that is not the Annual Assembly.

“Governor” means a member of the Corporation.

“Objects” means the objects of the Corporation as set out in Article 3;

“Regulations” means those regulations made by the Court from time to time pursuant to Article 18.3 of the Charter.

and words importing the singular shall include the plural and the plural the singular.

## **21 Miscellaneous**

21.1 And lastly, our will and pleasure is, that these our Letters Patents, or the enrolment thereof shall be good and effectual in law notwithstanding the Statute of Mortmain or any other Act, Statute, matter, cause or thing whatsoever.

21.2 In witness whereof we have caused these our Letters to be made Patents. Witness our self at Westminster the first day of July, in the thirtieth year of our reign.

By Writ of Privy Seal

**PIGOTT**