

**The Royal College of Organists
Royal Charter (2003)
(amended 8 July 2009)**

ELIZABETH THE SECOND by the Grace of God of the United Kingdom of Great Britain and Northern Ireland and of Our other Realms and Territories Queen, Head of the Commonwealth, Defender of the Faith:

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING!

WHEREAS Her Majesty Queen Victoria did on the twenty-third day of November in the fifty-seventh year of Her Reign grant a Royal Charter (hereinafter referred to as “the Original Charter”) constituting a Corporation under the name and style of “The Royal College of Organists (hereinafter referred to as “the College ”)

AND WHEREAS We did on the thirty-first day of January in the fourteenth year of Our Reign grant a Supplemental Charter (hereinafter referred to as “the Supplemental Charter”) amending the Original Charter

AND WHEREAS application has been made to Us to grant to the College a new Charter revoking the articles in the Original Charter and the Supplemental Charter and substituting new articles in order to enable the College to cease to have to provide in accordance with the Supplemental Charter a central organisation in London where information on organs and organ music is available to any persons requiring it, and further to provide for modern corporate governance of the College:

NOW THEREFORE know ye that We, by virtue of Our Prerogative Royal and of all other powers enabling Us in that behalf, have of Our especial grace, certain knowledge and mere motion granted and declared and these Presents do grant and declare as follows:

The Supplemental Charter is revoked. The articles of the Original Charter are deleted and the following articles are substituted.

Continued corporate status

1. All present affiliates of The Royal College of Organists and all other persons who shall pursuant to this Our Charter and the Byelaws become Members of The Royal College of Organists shall continue to be one Body Politic and Corporate by the name “The Royal College of Organists” and by the same name shall continue to have perpetual succession and a Common Seal with power to alter, vary, break and make anew the said Seal at their discretion, and by the same name may sue and be sued in all Courts and Tribunals in all manners of actions and proceedings, and shall have power to do all other matters and things incidental or appertaining to a Body Corporate; and for the avoidance of doubt it is hereby declared that notwithstanding the revocation of our Supplemental Charter and anything contained in this Charter nothing done under the Original Charter or the Supplemental Charter shall be impugned or affected thereby and the College’s corporate status continues unbroken.

Definitions and interpretation

2. In this Our Charter, unless the context otherwise requires, the following words and expressions have the following meanings:

“Byelaws” means the Byelaws of the College made pursuant to this Our Charter and from time to time in force;

“Charity Commissioners” means the Charity Commissioners for England and Wales”;

“College ” means The Royal College of Organists;

“Financial Expert” means an individual, company or firm who is an authorised person or an exempt person within the meaning of the Financial Services and Markets Act 2000;

“Managing Trustee” means a member of the Trustee Council, and “Managing Trustees” means all of the members of the Trustee Council;

“Material Benefit” means a benefit which is not financial but has a monetary value;

“Member” means a member of the College of any class;

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

“Special Resolution” means a resolution of a general meeting of Affiliates of which not less than 21 days’ written notice has been given prior to such meeting carried by a majority of not less than two thirds of those voting in person or by other means permitted by the Byelaws;

“Taxable Trading” means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects;

“Trustee Council” means the Trustee Council of the College

“written” or “in writing” refers to a legible document on paper including a fax message and an electronic communication within the meaning of the Electronic Communications Act 2000;

“year” means calendar year.

Any reference in this Charter to any statute or of any subordinate legislation shall include any amendment or re-enactment (with or without amendment) thereof for the time being in force.

And words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine gender; and words importing persons shall include corporate and unincorporated associations.

Objects of the College

3. (1) The objects for which the College is incorporated shall be:
- (a) to promote and advance the arts and practice of organ-playing and choral directing and related activities to the highest standards of competence and artistry;
 - (b) to set and maintain proper standards in such arts for the benefit of the public;
 - (c) to educate musicians in such arts and practices;
 - (d) to promote study and research in such arts and practices; and
 - (e) to do all other such lawful things as are incidental to the attainment of the above objects.

Powers of the College

4. For the purpose of attaining the Objects but not further or otherwise the College may exercise the following powers:
- (1) to hold examinations related to the arts and practice of organ-playing and choral directing, theory and general musical knowledge, and to grant diplomas and other certificates of proficiency to Members who pass such examinations, thereby securing competent practitioners in those arts and practices and related activities, so that the standard of musical performance and practice may be advanced;
 - (2) to promote and advance musical education by means of lectures, recitals, master-classes and meetings open to the public and without limitation such further means as may be desirable or expedient;
 - (3) to provide and maintain a library of books, music and other media related to the arts of organ and choral directing, accessible to the public;
 - (4) to provide advice and in particular to provide support and advice to organists, choral directors and members of other related fields of endeavour;
 - (5) to maintain a register of Members;
 - (6) to promote or carry out research;
 - (7) to publish and distribute information;
 - (8) to hold events, meetings, conferences, congresses, seminars and instructional courses;
 - (9) to co-operate with other bodies;

- (10) to support, administer or set up other charities;
- (11) to raise funds (but not by means of Taxable Trading);
- (12) to borrow money and to give security for loans (but only whilst the College is a registered charity in accordance with any restrictions imposed by law on charities);
- (13) to levy subscription fees and to charge examination fees;
- (14) to acquire or hire property of any kind;
- (15) to let or dispose of property of any kind (but only whilst the College is a registered charity in accordance with any restrictions imposed by law on charities);
- (16) to make grants or loans of money and to give guarantees;
- (17) to set aside funds for special purposes or as reserves against future expenditure;
- (18) to deposit or invest funds in any lawful manner (but to invest only after obtaining advice from a Financial Expert and having regard to the suitability of investments and the need for diversification);
- (19) to delegate the management of investments to a Financial Expert, but only on terms that:
 - (a) the investment policy is recorded in writing for the Financial Expert by the Managing Trustees;
 - (b) every transaction is reported promptly to the Managing Trustees;
 - (c) the performance of the investments is reviewed regularly with the Managing Trustees;
 - (d) the Managing Trustees are 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 to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Managing Trustees on receipt;
 - (g) the Financial Expert must not do anything outside the powers of the Managing Trustees;
- (20) to arrange for investments or other property of the College to be held in the name of a nominee (being a corporate body registered or having an established place of

business in Our United Kingdom under the control of the Managing Trustees or of a Financial Expert acting under their instructions) and pay any reasonable fee required;

- (21) to insure the property of the College against any foreseeable risk and take out other insurance policies to protect the College when required;
- (22) subject to Article 5, to employ paid or unpaid agents, staff or advisers;
- (23) to enter into contracts to provide services to or on behalf of other bodies;
- (24) to establish subsidiary companies to assist or act as agents for the College;
- (25) to absorb upon any terms the undertaking and assets of any organisation, whether incorporated or not, carrying on work similar to any work for the time being carried on by the College, and to undertake all or any of the liabilities of any such other organisation;
- (26) to make and carry out any arrangement for joint working or cooperation with any other organisation, whether incorporated or not, carrying on work similar to any work for the time being carried on by the College;
- (27) to undertake, execute and perform any trusts or conditions affecting any property of any description acquired by the College;
- (28) to pay or apply any moneys or assets of the College for any charitable purpose which in the opinion of the Trustee Council may tend to promote all or any of the objects of the College, and either to do so directly or to pay or transfer any such money or assets to some other person to be applied in the above manner;
- (29) to take all measures which may seem necessary for providing and maintaining an efficient organisation for the purpose of the College;
- (30) to apply for and exercise any powers obtained under any Supplemental Charter or any Act of Our United Kingdom Parliament or of the Legislature of any part of the Commonwealth;
- (31) to pay the costs of and incidental to the grant of this Our Charter; and
- (32) to do anything else within the law which promotes or helps to promote the Objects or the exercise of these powers.

Application of College's property and funds

5. (1) The property and funds of the College shall only be used for promoting the Objects and shall not belong to the Members, but:

- (a) Members (but not more than one half of the total number of Managing Trustees at any time) may be employed by or enter into contracts with the College and receive reasonable payment for services supplied, including reasonable fees:

(i) for acting as an examiner or otherwise taking part in the conduct of examinations held by the College; and

(ii) for services supplied as a solicitor, accountant, surveyor or other person engaged in a profession, including services supplied by any firm or company in which they have an interest;

(b) Members (including Managing Trustees) may be paid interest at a reasonable rate on money lent to the College; and

(c) Members (including Managing Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the College.

(2) A Managing Trustee must not receive payment of any money or other Material Benefit (whether directly or indirectly) from the College except:

(a) as mentioned in Article 5;

(b) reimbursement of reasonable out of pocket expenses (including hotel and travel costs) actually incurred in running the College;

(c) payment to any company in which a Managing Trustee has no more than a 1% shareholding;

6. No portion of the income and property of the College, from wherever derived, shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members.

Members

7. Members of the College shall be known as Members. There shall be such classes of individual, group, corporate or other membership of the College as the Byelaws shall empower the College to create and vary.

8. The qualifications, method and terms of admission, rights, privileges and obligations of each class of membership and the disciplinary arrangements to which Members shall be subject shall be as the Byelaws shall empower the College to create and vary.

9. Members may be designated as belonging to the College by such letters after their name, abbreviations and titles as the Trustee Council may prescribe or proscribe.

Patrons of the College

10. There shall be a Patron and Vice-Patrons of the College as may from time to time accept that office on the invitation of the Trustee Council.

Officers of the College

11. The officers of the College shall be:

- (1) the Chairman of the Trustee Council ;
- (2) the President;
- (3) the President Elect or Immediate Past President;
- (4) the Managing Trustees and
- (5) such other officers as may from time to time be proposed by the Trustee Council.

12. The officers shall be appointed and their appointments regulated as prescribed by the Byelaws.

Governance of the College

13. (1) The affairs of the College shall be governed by a Trustee Council constituted in accordance with the Byelaws. The Trustee Council shall administer the affairs of the College in accordance with this Our Charter and the Byelaws and shall exercise such powers and do such acts and things as may be exercised or done by the College and are not by the provisions of this Our Charter or the Byelaws directed to be exercised or done by the College in general meeting.

(2) The members of the Trustee Council shall be elected in such manner and hold office on such terms and for such period as may be prescribed by or in accordance with the Byelaws. The first members of the Trustee Council shall be those members of the Council of the College at the date of this Our Charter.

Equal Opportunities

14. The College has declared that it espouses equal opportunities for all humankind, and it will therefore not discriminate against any person in any of its dealings where such discrimination would be unlawful.

Byelaws

15. (1) The affairs of the College shall be managed and regulated in accordance with the Byelaws, which shall remain in force until revoked, amended or added to as provided below.

(2) The Byelaws with effect from the grant of this Our Charter shall be those set out in the Schedule hereto.

(3) Any of the Byelaws may from time to time be revoked, amended or added to by a Special Resolution passed at a general meeting or at an extraordinary general meeting specially convened for that purpose PROVIDED that no new Byelaw and no such revocation, amendment or addition as aforesaid shall have any force or effect if it be repugnant to any of the provisions of this Our Charter or until the same has been

submitted to and approved by the Lords of Our Privy Council of which approval a Certificate under the hand of the Clerk of Our Privy Council shall be conclusive evidence.

Revocation, amendment and addition to Charter

16. (1) The College may revoke, amend or add to any of the provisions of this Our Charter by a Special Resolution passed at a general meeting or at an extraordinary general meeting duly convened for that purpose, and any such revocation, amendment or addition shall when approved by Us, Our Heirs or Successors in Council, become effectual so that this Our Charter shall thenceforth continue and operate as though it had been originally granted and made accordingly. A Certificate under the hand of the Clerk of Our Privy Council shall be conclusive evidence of Our approval.

(2) This provision shall apply to this Our Charter as altered, amended or added to in the above manner.

Surrender of Charter

17. (1) It shall be lawful for the College by a Special Resolution passed at an extraordinary general meeting convened for that purpose to surrender this Our Charter subject to the sanction of Us, Our Heirs or Successors in Council and on such terms as We or They may consider fit and to wind up or otherwise deal with the affairs of the College in such manner as shall be directed by such extraordinary general meeting or in default of such direction as the Trustee Council shall think expedient having due regard to the liabilities of the College for the time being.

(2) If, on the winding up or the dissolution of the College, there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid or distributed among the Members or any of them, but shall, subject to any special trusts affecting it, be given and transferred to some other charitable association or associations having objects similar to the objects of the College, to be determined by the Trustee Council at or before the time of dissolution.

And We do for Ourselves, Our Heirs and Successors grant and declare that this Our Charter or the enrolment of it shall be in all things valid and effectual in law according to its true intent and meaning and shall be taken, construed and adjudged in the most favourable and beneficial sense and for the best advantage of the College and the promotion of its objects as well as in Our Courts of Record as elsewhere notwithstanding any non-recital, mis-recital, uncertainty or imperfection.

IN WITNESS whereof We have caused these Our Letters to be made Patent.
WITNESS Ourselves at Westminster the day of in the Year of Our Reign.

BY WARRANT under the Queen's Sign Manual.