

Royal National Institute of Blind People

Royal Charter

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 in the year of our Lord One thousand nine hundred and two the National Institute for the Blind was incorporated under the Companies Acts, 1862 to 1900, with the name of the British and Foreign Blind Association (duly changed in the year One thousand nine hundred and fourteen to the National Institute for the Blind):

AND WHEREAS in the year One thousand nine hundred and thirty-seven the National Institute for the Blind accepted in so far as it affected itself a scheme of reorganisation adopted by the County Councils Association and the Association of Municipal Corporations whereby it was recommended that the National Institute for the Blind should be the National Body therein referred to subject to its being suitably reorganised in particular by the further extension of representation of other interests in Blind welfare on its Executive Council:

AND WHEREAS His Majesty King George the Sixth in the year One thousand nine hundred and forty-nine by Royal Charter (hereinafter called "the original Charter") dated the fourteenth day of April in the thirteenth year of His Reign constituted a body corporate and politic by the name of the National Institute for the Blind with perpetual succession and with power to sue and be sued by that name and to use a Common Seal:

AND WHEREAS in the year One thousand nine hundred and fifty-three We did command that the National Institute for the Blind be thenceforth known as "The Royal National Institute for the Blind" and on the first day of August in that year We did, by and with the advice of Our Privy Council, order that Article 1 of the original Charter be amended so that the name of the said Institute should be The Royal National Institute for the Blind:

AND WHEREAS in the year two thousand and two We did command that The Royal National Institute for the Blind should thenceforth be known as "The Royal National Institute of the Blind" and on the twelfth day in February in that year We did, by and with the advice of Our Privy Council,

order that Article 1 of the original Charter be amended so that the name of the said Institute should be The Royal National Institute of the Blind:

AND WHEREAS in the year two thousand and seven we did command that The Royal National Institute of the Blind should thenceforth be known as "The Royal National Institute of Blind People" and on the fourteenth day in November that year We did, by and with the advice of Our Privy Council, order that Article 1 of the original Charter be amended so that the name of the said Institute should be The Royal National Institute of Blind People:

AND WHEREAS it has been represented to Us that it is expedient that the constitution of the said Royal National Institute of Blind People should be altered:

AND WHEREAS supplication has been made to Us to grant to the said Institute a Supplemental Charter altering its present constitution for the purposes aforesaid and also for the purpose of otherwise bringing its regulations up to date:

Now KNOW YE That We of Our Royal will and pleasure and moved thereto by Our desire to promote the work of the said Royal National Institute of Blind People for Ourselves, Our Heirs, and Successors in addition to and notwithstanding anything to the contrary contained in the original Charter have granted, ordained and declared and by these Presents are graciously pleased to grant, ordain and declare as follows:

1. In this Our Supplemental Charter unless the context otherwise requires:
 - 'Address' shall include a number or address used for the purposes of sending or receiving documents by Electronic Means;
 - 'Blind' shall include people who though not totally blind are partially or intermittently deprived of sight or are threatened with blindness;
 - 'Board' shall mean the Board of Trustees of the Institute;
 - 'Bye-Laws' shall mean the Bye-Laws set forth in the Schedule hereto or other Bye-Laws of the Institute for the time being in force;
 - 'Connected' in relation to a member of the Board means any person falling within one of the following categories:
 - (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a member of the Board; or
 - (b) the spouse or civil partner of any person in (a); or
 - (c) any other person in a relationship with a member of the Board which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or

(d) any company, partnership or firm in which the member of the Board is a director, member, partner or employee and from which he or she derives benefits in money or money's worth (other than by virtue only of being shareholder in a company holding no more than 1% of the share capital of that company);

'Electronic Form' and 'Electronic Means' shall have the meanings respectively given to them in Section 1168 of the Companies Act 2006 except that references in that Section to documents which can be read or seen "with the naked eye" shall be deemed to include any document which can be effectively communicated to a Blind or partially sighted person in any accessible format commonly used by Blind and partially sighted people;

'Honorary Officers' shall mean such people as are described in Bye-Law No.28;

'Institute' shall mean the Royal National Institute of Blind People;

'Member' shall mean a member of the Institute; and

'Writing' and 'Written' shall mean any method of representing or reproducing words in a visible form or in any other accessible format commonly used by Blind and partially sighted people and shall include but not be limited to any words sent or supplied in Electronic Form.

Words importing the singular number only shall include the plural number and vice versa and words importing people shall include corporations.

Any reference to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

2. The objects for which the Institute is established and incorporated are to promote the better education, training, employment and welfare of Blind and partially sighted people, and generally to watch over and protect the interests of Blind and partially sighted people and to prevent blindness and for these objects the Institute is empowered:

(a) To take any action authorised by the Bye-Laws provided that such action does not contravene any provision of this Our Supplemental Charter.

(b) To receive and accept donations, endowments and gifts of money, lands, hereditaments, stocks, funds, shares, securities and any other assets whatsoever and either subject or not subject to any special trusts or conditions.

(c) To borrow or raise money with or without security for any of the purposes of the Institute.

(d) To co-operate with or affiliate, subscribe, lend (whether or not at interest) or grant funds to any association, society, corporation or body in any part of the world whose objects or activities are in general respects similar to or compatible with those of the Institute or are in the opinion of the Institute likely to benefit Blind and partially sighted people: Provided that the Institute shall not affiliate or subscribe to any such association, society, corporation or body which shall not prohibit the distribution of its income and property by way of dividend or otherwise amongst its members.

(e) To accept office and act as personal representative of deceased people or as attorney of any person (including accepting appointment under the Mental Capacity Act 2005) or in any other position of trust and to undertake, execute, perform and exercise any trusts, conditions and powers affecting any real or personal property of any description in which the Institute may, or may expect to have, any legal or beneficial interest and to give any indemnities in connection therewith.

(f) To apply for any powers which may be deemed expedient for any of the purposes of the Institute by means of any Supplemental Charter or Act of Parliament and to exercise any powers so obtained.

(g) To accumulate, sell, improve, manage, develop, exchange, lease, mortgage or otherwise dispose of or deal with or turn to account all or any property or rights of the Institute.

(h) To invest or apply the funds and monies of the Institute in such manner as the Institute shall in its absolute discretion determine as though the Institute was beneficially entitled to such funds and monies and to retain any property in any form in which it may at any time be held and to dispose of or deal with such property and to vary any investment for others of a nature hereby authorised.

(i) Without prejudice to Article 2(h), to enter into and perform a rate cap transaction, or series of rate cap transactions provided that:

The Board shall first obtain and consider proper advice as to whether the rate cap transaction is satisfactory having regard to:-

the possible fluctuations in the rate of interest payable by the Institute under its variable rate borrowings during the term of the rate cap transaction(s);

the Institute's ability to meet its payment obligations under the variable rate borrowings during the term of the rate cap transaction(s) if that transaction was not entered into;

the payment obligations under the rate cap transaction(s); and the Institute's actual and projected annual income and expenditure.

In favour of a person entering into a rate cap transaction with the Institute, a certificate signed by a member of the Board confirming the Institute's compliance with this Article shall be conclusive evidence that the Institute has complied with the provisions of this Article and such transaction shall be valid at the date that it is entered into and throughout its term in favour of such person in receipt of such certificate (or any assignee or successor in title) whether or not the provisions of this Article have been complied with.

For the purposes of this Article:

'proper advice' means the advice of a person whom the Board reasonably believes to be qualified by reason of their ability in and practical experience of relevant financial matters and who is authorised to give such advice under the provisions of the Financial Services and Markets Act 2000; and such advice may be given by an employee or officer of the Institute;

'rate cap transaction' means a cap transaction within the meaning of 'swap transaction' as defined in the ISDA Definitions;

'ISDA Definitions' means the definitions published from time to time by the International Swaps and Derivatives Association, Inc.;

'variable rate borrowing' means any borrowing by the Institute in respect of which the rate of interest has not been fixed for a term of more than twelve months; and

'fixed' excludes any borrowing where the rate of interest is determined in accordance with any published index.

3. The income and property of the Institute, whencesoever derived, shall be applied solely towards the promotion and furtherance of the objects of the Institute as set out in Article 2 of this Our Supplemental Charter and no portion thereof shall be paid distributed or transferred directly or indirectly, by way of dividend, bonus, return of capital or otherwise by way of profit, to the Members provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any officers or servants of the Institute.

4. No member of the Board may be appointed to any office of the Institute paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Institute provided that nothing herein shall prevent any payment in good faith by the Institute:

(a) in the circumstances permitted by Article 5 of this Our Supplemental Charter and provided further that the members of the Board follow the

procedures and observe the conditions set out in Article 6 of this Our Supplemental Charter; or

(b) if the members of the Board obtain the prior written approval of the Charity Commission to such payment.

5. Subject to Article 6, a member of the Board may receive a benefit from the Institute in the following circumstances:

(a) A member of the Board may receive a benefit in their capacity as beneficiary of the Institute.

(b) A member of the Board (or a firm of which a member of the Board or a close relative of a member of the Board is a partner, member, employee or consultant or a company of which a member of the Board or a close relative of a member of the Board is a director, shareholder, employee or consultant) may enter into a contract and receive fees, remuneration or other benefits in money or money's worth for the supply of goods or services to the Institute, other than for acting as a member of the Board.

(c) A member of the Board may receive interest on money lent to the Institute at a reasonable and proper rate not exceeding 2% per annum above the base rate of a clearing bank to be selected by the Board.

(d) A member of the Board may receive rent for premises let by the member of the Board to the Institute if the amount of the rent and the other terms of the lease are reasonable and proper.

(e) A member of the Board may receive out of pocket expenses which shall include, but not be limited to, the reasonable cost of reasonable facilities, services, assistance, support and/or equipment in order to fulfil their duties as a member of the Board.

(f) A member of the Board may receive the benefit of any premium paid by the Institute in respect of any indemnity insurance to cover the liability of the members of the Board 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 Institute: Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which a member of the Board knew, or must be assumed to have known, was not in the best interests of the Institute, or which a member of the Board did not care whether it was in the best interests of the Institute or not and provided also that any

such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of a member of the Board.

(g) A member of the Board may receive a benefit from any indemnity permitted or conferred by the Institute in accordance with the Bye-Laws.

(h) The Chair of the Board may enter into a contract and receive fees, remuneration or other benefits in money or money's worth for acting as a member of the Board.

(i) Up to three members of the Board may receive compensation from the Institute for loss of earnings.

6. A member of the Board may only receive a benefit from the Institute in accordance with the provisions of Article 5 of this Our Supplemental Charter if the following conditions are satisfied:

(a) the remuneration or other sums paid to the member of the Board do not exceed an amount that is reasonable in all the circumstances; and

(b) where a resolution which may confer a benefit in accordance with the provisions of Article 5 of this Our Supplemental Charter is proposed to the Board:

(i) Bye-Law 21(5) (conflicts of interest) is complied with by the relevant member of the Board in relation to any decisions regarding the benefit;

(ii) where the benefit is to be conferred in accordance with Article 5(b) of this Our Supplemental Charter, the other members of the Board are satisfied that it is in the interests of the Institute to pay or to contract with that member of the Board rather than with someone who is not a member of the Board. In reaching that decision the members of the Board must balance the advantage of paying or contracting with a member of the Board against the disadvantages of doing so (especially the loss of the member of the Board's services as a result of dealing with the member of the Board's conflict of interest). The Institute shall enter into a written agreement with that member of the Board under which the member of the Board is to provide the goods or services to the Institute and such agreement shall state the maximum amount of the remuneration to be paid to the member of the Board;

(iii) where the benefit is to be conferred in accordance with Article 5(h) of this our Supplemental Charter, the other members of the Board are satisfied that it is in the interests of the Institute to pay the member of the Board for acting in that capacity and the nature of the role makes it necessary for such payment to be awarded. In reaching that decision the members of the Board should consider that the level of remuneration is no more than is reasonable in relation to the role that is to be carried out and the time commitment involved. The Institute shall enter into a written agreement with the member of the Board under which the member of the Board is to receive remuneration for acting in that capacity and such agreement shall state the maximum amount of the remuneration to be paid to the member of the Board;

(iv) where the benefit is to be conferred in accordance with Article 5(i) of this our Supplemental Charter, the other members of the Board are satisfied that it is in the interests of the Institute to compensate the member of the Board and any such compensation shall be awarded only on the basis that no payment may be made for acting as a trustee, any payment to a trustee shall directly relate to a quantifiable loss of earnings attributable to the commitment involved in being a trustee, and that the amount of such compensation shall be no more than is reasonable;

(v) the reason for the decision of the Board is recorded by the members of the Board in the minute book; and

(vi) where the benefit is to be conferred under Articles 4(b), 5(b), 5(c), 5(d), 5(h) or 5(i) of this Our Supplemental Charter, less than half of the members of the Board then in office are receiving a benefit under any of those Articles at that time and will be in receipt of a benefit under any of those Articles if the resolution proposed to the Board is passed; and

(vi) where a benefit which may be conferred under Articles 5(a), (c), (d), (e), (f) or (g) is not the subject of a resolution proposed to the Board but arises from a decision to be taken by any person on behalf of the Institute pursuant to the performance of administrative functions, such decision must be taken in accordance with appropriate instructions or terms of reference promulgated from time to time by the Board relating to the performance of that function.

7. (1) The affairs of the Institute shall be managed and regulated in accordance with this Our Supplemental Charter and the Bye-Laws set forth in the Schedule hereto which shall have effect as from the date of this Our Supplemental Charter to the exclusion of all existing Bye-Laws.

Any of the Bye-Laws may from time to time be altered, added to or repealed in accordance with the procedure set out therein and any new Bye-Laws may from time to time be made in like manner: Provided that no such new Bye-Law, alteration, addition or repeal as aforesaid shall have any force or effect if it be repugnant to any of the provisions of this Our Supplemental Charter nor until it shall have been approved by the Lords of Our Most Honourable Privy Council of which approval a certificate under the hand of the Clerk of Our said Privy Council shall be conclusive evidence.

7. (2) There shall be a Board which shall, so far as this Our Supplemental Charter and the Bye-Laws do not otherwise provide, have the supreme control and superintendence of the affairs of the Institute and subject as aforesaid shall have full power to take such action as the Board in its discretion may think desirable in matters affecting the work and interests of the Institute. The Board shall be constituted in accordance with the provisions of the Bye-Laws.

7. (3) The Board shall appoint a Chief Executive. The Chief Executive may with the concurrence of the Chair of the Board appoint a substitute to act in their place during their absence or incapacity. The Board may also appoint such other permanent or temporary executive officers of the Institute as it thinks fit. It may fix the term for which such Chief Executive, substitute Chief Executive and other officers are respectively to hold office. No member of the Board during their term of office shall be eligible for or appointed to the office of Chief Executive or any other salaried office of the Institute or any such office paid by fees unless so permitted by Articles 4 or 5.

7. (4) The accounts of the Institute shall be made up for each financial year and shall be audited by a statutory auditor pursuant to Part 42 of the Companies Act 2006.

8. Acts bona fide done by a General Meeting of the Institute or by a meeting of the Board shall not be invalidated solely because it is afterwards discovered that there was some defect or omission in the procedure for convening or holding the meeting or in the qualification of some Member voting.

9. It shall be lawful for the Members by a resolution passed by not less than 80% of the total number of Members of the Institute at a General Meeting convened for the purpose to surrender the original Charter and this Our Supplemental Charter subject to the sanction of Us, Our Heirs or

Successors in Council and upon such terms as We or They may consider fit and to wind up or otherwise deal with the affairs of the Institute in such manner as shall be directed by such General Meeting or in default of such direction as the Board shall think expedient having due regard to the liabilities of the Institute for the time being and, if, on the winding up or the dissolution of the Institute, there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members or any of them, but shall, subject to any special trusts affecting the same, be given and transferred to some other charitable association or associations having objects similar to the objects of the Institute, to be determined by the Board at or before the time of dissolution.

10. The Board may alter, amend or add to the original Charter or this Our Supplemental Charter at a meeting of the Board by a resolution passed by not less than 80% of the total number of members of the Board, and any such alteration, amendment or addition shall when approved by Us, Our Heirs or Successors in Council become effectual so that the original Charter and this Our Supplemental Charter shall thenceforth continue and operate as though they had been originally granted and made accordingly.

11. All the provisions of the original Charter (except Article 1 thereof which incorporates the Institute and confers upon it perpetual succession, and authorises it to have a common seal, and to sue and be sued) shall be and the same are hereby revoked; but nothing in this revocation shall affect the validity or legality of any act, deed or thing done or executed under the provisions of the original Charter.

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

IN WITNESS whereof We have caused these Our Letters to be made Patent.

WITNESS Ourselves at Westminster the eighteenth day of April in the twelfth year of Our Reign,

By Warrant under The Queen's Sign Manual

Coldstream