

**Companies Acts 1985 and 1989  
Company limited by guarantee and  
Not having share capital**

**MEMORANDUM OF ASSOCIATION OF  
THE ORPHEUS CENTRE TRUST**

WEDNESDAY



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11/05/2022

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COMPANIES HOUSE

**1. NAME**

The name of the Company is The Orpheus Centre Trust ("the Charity")

**2. REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales

**3. OBJECTS**

The objects of the Charity are

- 3.1 The relief of young disabled people in particular but not limited to the foregoing by the provision of domiciliary care facilities; and
- 3.2 The advancement of education particularly of young disabled people by the provision of
  - 3.2.1 Opportunities to participate in the performing arts as creators, performers, technicians, administrators and audiences
  - 3.2.2 Learning, training, care and other facilities which support their progress towards independent living

**4. POWERS**

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To promote or carry out research
- 4.2 To provide advice
- 4.3 To publish or distribute information
- 4.4 To co-operate with other bodies
- 4.5 To support, administer or set up other charities
- 4.6 To raise funds (but not by means of taxable trading)
- 4.7 To borrow money and give security for loans (but only in accordance with the restriction imposed by the Charities Act 2011)

- 4.8 To acquire or hire property of any kind
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011)
- 4.10 To make grants or loans of money and to give guarantees
- 4.11 To set aside funds for special purposes or as reserves against future expenditure
- 4.12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investment and the need for diversification)
- 4.13 To delegate the management of investments to a financial expert but only on terms that
  - 4.13.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.13.2 every transaction is reported promptly to the Trustees
  - 4.13.3 the performance of the investments is reviewed regularly with the Trustees
  - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year
  - 4.13.6 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 Trustees on receipt
  - 4.13.7 the financial expert must not do anything outside the powers of the Trustees
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required
- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.16 To provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with and subject to the conditions in section 189 of the Charities Act 2011
- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.18 To enter into contracts to provide services to or on behalf of other bodies
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity

- 4.20 To pay the costs of forming the Charity
- 4.21 To accept (or disclaim) any gift of money, legacy or other property
- 4.22 To enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects
- 4.23 To acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects
- 4.24 To do anything else within the law which promotes or helps to promote the Objects

## **5. BENEFITS TO MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but;
  - 5.1.1 non-members may be employed by or enter into contracts with the Charity and receive reasonable payments for goods or services supplied
  - 5.1.2 members may be paid interest at a reasonable rate on money lent to the Charity
  - 5.1.3 members may be paid a reasonable rent or hiring fee for property let or hired to the Charity
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
  - 5.2.1 as mentioned in Clauses 4.16. 5.1.2. 5.1.3 or 5.3
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
  - 5.2.3 an indemnity in accordance with Article 12
  - 5.2.4 payment to any company in which a Trustee has no more than one per cent shareholding
  - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission to advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
  - 5.3.1 the goods or services are actually required by the Charity
  - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Clause 5.4
  - 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must comply with the provisions of Article 7 in relation to conflicts of interest

## **6. LIMITED LIABILITY**

The liability of members is limited

## **7. GUARANTEE**

Every member promises, if the Charity is dissolved while he, she or it remains a member, or within 12 months afterwards, to pay up to £1 towards the cost of dissolution and the liabilities incurred by the Charity while the contributor was a member

## **8. DISSOLUTION**

8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
- 8.1.2 directly for the Objects or charitable purposes within or similar to the Objects
- 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8.2 A final report and statement of account must be sent to the Commission

## **9. INTERPRETATION**

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it