

**The Companies Act 2006 (and subsequent amendments)**  
**COMPANY LIMITED BY GUARANTEE**

**Memorandum of Association of**  
**The Tyne Valley Community Rail Partnership**

FRIDAY

COMPANIES HOUSE



1. The name of the Company is "The Tyne Valley Community Rail Partnership".
2. The registered office of the Company will be situated in England and Wales.
3. The aims of the Company in relation to the Newcastle to Carlisle line (The Tyne Valley Railway) shall be to seek to:
  - a) Provide a voice for the community
    - i. Drawing on local insight to advocate for local people's views on rail travel
    - ii. Informing the rail industry about the needs of local communities to bring their views to decisions about services and infrastructure
    - iii. Fulfilling the role of critical friend to the railway industry
    - iv. Developing effective engagement with local authorities on rail related issues.
  - b) Promote sustainable and healthy travel
    - i. Seeking to understand local needs and placing the railway at the heart of sustainable journeys through partnership activity
    - ii. Understanding and addressing the importance of the 'last mile' experience in relation to rail facilities, providing relevant information and support to create more integrated journeys
    - iii. Assisting with travel planning and encouraging a model shift towards walking and cycling.
  - c) Bring communities together, supporting diversity and inclusion
    - i. Seeking to unlock the social value of the railway
    - ii. Helping to build and support integrated communities
    - iii. Opening up the railways to a wider group of people
    - iv. Making railways more accessible
    - v. Providing children, young people and others with the skills and confidence needed to access the opportunities it offers
    - vi. Opening up opportunities for volunteering that develops new skills and tackles isolation.
  - d) Support social and economic development
    - i. Assist the railway industry to help local communities prosper; make a greater social impact and support local regeneration
    - ii. Promote and enhance tourism and leisure travel to support small businesses and social enterprise development
    - iii. Support links with Heritage Railways through joint promotion and collaboration
    - iv. In conjunction with the rail industry make better use of railway land and stations where potential opportunities exist
    - v. Help the railway community to identify local opportunities for development in line with local needs and aspirations

And such other activities as may be appropriate to achievement of the aims (a) and (d) aforementioned.

- 4. In furtherance of the above but not otherwise, the Company shall have the following powers:
  - a) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects.
  - b) To open and operate bank accounts and other facilities for banking in the name of the Company.

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- c) To construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects.
- d) To publish books, pamphlets, reports, leaflets, journals, films and instructional matter.
- e) To run lectures, seminars, conferences and courses.
- f) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them to hold funds in trust for same.
- g) Subject to such consents as may be required by law, if any, to borrow or raise money for the Company on such terms and on such security as may be thought fit.
- h) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects.
- i) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects.
- j) To invest the monies of the Company not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also as hereinafter provided.
- k) To sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Company subject to such consents as may be required by law and subject also to the provisions of this Memorandum of Association.
- l) Subject to Clause 6 below to employ such staff, who shall not be directors or trustees of the Company (hereinafter referred to members of the Management Committee) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents.
- m) To engage consultants, advisors and other professional as appropriate.
- n) To raise funds and to invite and receive contributions provided that in so doing the Company shall only undertake trading activities in conformity with its objects as defined in Clause 3 and comply with all relevant statutory regulations.
- o) To provide indemnity insurance to cover the liability of the members of the Management Committee, (i) 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 Company; (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986 or subsequent amendments: Provided that any such insurance in the case of (i) above shall not extend to any claim arising from any act or omission which the members of the Management Committee knew to be a breach of trust or breach of duty or which was committed by the members of the Management Committee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defense to a criminal prosecution brought against the Management Committee in their capacity as directors of the Company and in the case of (ii) shall not extend to any Committee Member's liability in her/his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.
- p) To obtain, acquire and purchase all necessary permits, licenses or trademarks and other intellectual property rights required for the purpose of enabling the Company to carry on its objects upon such terms and conditions as it may think fit.
- q) To register, establish and or hold any copyrights, trademarks or other intellectual property rights to Company thinks necessary to carry on its objects.
- r) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

### PROVIDED THAT:

- (1) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

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- (2) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property that may come into their hands the Management Committee of the Company shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as such Management Committee of the Company would have been if no incorporation had been effected, and the incorporation exercisable by the Chancery Division or the Charity Commissioners over such Management Committee but they shall, as regards such property, be subject jointly and separately to such control and authority as if the Company were not incorporated.
  - (3) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisation of employers.
5. In carrying out its objects, the Company shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in society generally.
6. The income and property of the Company shall be applied solely towards the promotion of its objects, and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise whatsoever by way of profit, to the members of the Company and no member of the Management Committee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company PROVIDED THAT nothing shall prevent any payment in good faith by the Company:
  - a) Of the usual professional charges for business done by any Management Committee member who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a Management Committee member shall withdraw from any meeting at which her/his appointment, or that of her/his partner, is under discussion.
  - b) Of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a member of the Management Committee.
  - c) Of interest on money lent by any member of the Company (or of its Management Committee) at a rate per annum not exceeding 2 per cent less than the base lending rate of a clearing bank to be selected by the Management Committee.
  - d) Of reasonable and proper rent for premises demised or let by any member of the Company or of its Management Committee.
  - e) The payment of any premium as permitted by Clause 4(o).
  - f) To any member of the Management Committee in respect of reasonable out-of-pocket expenses.
7. The liability of the members is limited.
8. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time she/he or it is a member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which she/he or it ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding one pound.
9. If upon the winding up or dissolution of the Company there remains after the satisfaction of its debts and liabilities any property whatsoever, such property shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, such institution or institutions to be determined by the members of the Company at or before the time of dissolution; and in the event that it should prove impossible to comply with this provision then such property shall be given for some other charitable object within the Company's area of benefit.

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10. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Company to cease to be a charity in law.

Version	Last revised	Next review	Author
2	October 2020	October 2025	CM