

# CONSTITUTION FOR THE ROYAL FLEET AUXILIARY ASSOCIATION

[A CHARITABLE  
UNINCORPORATED ASSOCIATION]

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## CONSTITUTION 2020

### 1. Name

The name of the Association is the Royal Fleet Auxiliary Association (“the Association”)

### 2. Objects

The objects of the Association are

2.1 To further the efficiency of the Royal Fleet Auxiliary Service (“the Service”) in particular but not exclusively by:

- (a) fostering esprit de corps and preserving the traditions of the Service and perpetuating its deeds; and
- (b) perpetuating the memory of those members of the Service who have died in the service of their country.

2.2 To relieve members or former members of the Service or their dependants who are in need, hardship or distress by:

- (a) making grants of money to them; or
- (b) providing or paying for goods, services or facilities for them; or
- (c) making grants of money to other persons or bodies who provide goods, services or facilities to those in need; or
- (d) providing advice and counselling to them during bereavement or injury or during times of crisis or conflict.

### 3. Powers

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

- 3.1 To promote or carry out research
- 3.2 To provide advice
- 3.3 To publish or distribute information
- 3.4 To co-operate with other bodies.

- 3.5 To support those other charities which provide professional services to the RFA serving or retired community, which the RFAA is not qualified or resourced to provide.
- 3.6 To develop an area structure throughout the United Kingdom and world-wide
- 3.7 To raise funds (but not by means of taxable trading)
- 3.8 To acquire or hire property of any kind
- 3.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011)
- 3.10 To make grants of money

#### **4. Organisation**

- 4.1 The RFAA is a member-based charity with members allocated into one of six regional branches (London & South East, Midlands, North West, Plymouth & District, Solent and Scotland & Newcastle). Each branch is organised by an elected Chair and committee within the principles laid down in this constitution to meet the social and support needs of its members. The RFAA is managed at national level by a Board of Trustees.

#### **5. The RFAA Charity Trustees**

- 5.1 The RFAA is managed by a Board of Trustees (Trustee as defined by Charity Commission and the Trustees Act 2000) who have control of the Association and its property and funds
- 5.2 The Board will consist of at least three and not more than ten trustees, all of whom must be members (but must not be paid employees) of the Association.
  - 5.2.1 The Chair and Deputy Chair are elected from within and by the Trustees.
  - 5.2.2 All Trustees must be elected by the general membership.
  - 5.2.3 Ideally trustees should represent each of the 6 geographical branches.
  - 5.2.4 Up to three trustees may be co-opted by the Board to hold office until the next AGM (“co-opted Committee members”)

- 5.2.5 Commodore RFA may send non-voting representatives to Board meetings to present the Service perspective.
- 5.3 Trustees may serve for a maximum period of 9 years from the Annual General Meeting at which they were first elected into office. All Trustees must be re-elected at each Annual General Meeting.
- 5.4 Each Trustee must sign a legal declaration of willingness to act as a charity trustee. Until completed he or she is ineligible to vote at any meeting of the Board.
- 5.5 A Trustee cannot be or ceases to be a trustee if he or she:
  - 5.5.1 is disqualified under the Charities Acts 2011 Part 9, Schedules 178 – 182 from acting as a charity trustee
  - 5.5.2 is incapable, whether mentally or physically, of managing his or her own affairs
  - 5.5.3 is absent from two consecutive meetings of the Board without good cause.
  - 5.5.4 ceases to be a member of the Association (but such a person may be reinstated by resolution agreed by a majority of all the other members of the Board on resuming membership of the Association)
  - 5.5.5 resigns by written notice to the Chair (but only if at least two other Board members will remain in office)
  - 5.5.6 is removed by a resolution passed by a majority of the other trustees after inviting the views of the trustee concerned and considering the matter in the light of any such views.
- 5.6 A retiring trustee is entitled to continued insurance indemnity from the RFAA in respect of any liabilities properly incurred while he or she held office
- 5.7 A technical defect in the appointment of a trustee of which the trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 5.8 The Charity Commission has the power to warn, suspend or remove individual or all trustees and appoint additional trustees or an interim manager. A non-trustee can be treated as a trustee if they partake in corporate decisions whilst having general control and management of the administration of part of the charity.

## **6. Membership**

- 6.1 Full Membership of the Association is open to all serving and retired Royal Fleet Auxiliary (RFA) personnel and their spouses and to all civilian and Armed Forces Personnel who have served the RFA and any organisation interested in promoting the Objects
- 6.2 The Trustees may establish different classes of membership and set appropriate rates of subscription
- 6.3 The association will maintain a register of members details and will use and protect this as required by the latest General Data Protection Acts.
- 6.4 A member whose subscription is six months in arrears ceases to be a member but may be readmitted on payment of the amount owing
- 6.5 A member may resign by letter, e mail or telephonic notice to the Association.
- 6.6 The Trustees may terminate the membership of any individual or organisation whose continued membership would in the reasonable view of the Trustees be harmful to the Association (but only after notifying them in writing and considering the matter in the light of any written representations which they put forward within 14 days after receiving notice)
- 6.7 Membership of the Association is not transferable

## **7. Trustee Powers**

The trustees have the following powers in the administration of the Association.

- 7.1 to elect a Chair and Deputy Chair from amongst the Trustees. Any Trustee may be asked to undertake specific roles or tasks on behalf of the Board.
- 7.2 to delegate any of their functions to sub-committees consisting of two or more persons appointed by them (but at least one member of every sub-committee must be a trustee and all proceedings of sub-committees must be reported promptly to the Board of Trustees)
- 7.3 to make Standing Orders consistent with this Constitution to govern proceedings at general meetings

- 7.4 to make Rules consistent with this Constitution about the Board and sub-committees
- 7.5 to make Regulations consistent with this Constitution about the running of the Association (including the operation of bank accounts and the commitment of funds)
- 7.6 to resolve or establish procedures to assist the resolution of disputes within the Association
- 7.7 to exercise any powers of the Association which are not reserved to a general meeting.
- 7.8 to set aside funds for special purposes or as reserves against future expenditure
- 7.9 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 investments and the need for diversification)
- 7.10 to delegate the management of investments to a financial expert, but only on terms that:
  - 7.10.1 the investment policy is recorded in writing for the financial expert by the Trustees
  - 7.10.2 every transaction is reported promptly to the Trustees.
  - 7.10.3 the performance of the investments is reviewed regularly with the Trustees.
  - 7.10.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 7.10.5 the investment policy and the delegation arrangement are reviewed at least once a year.
  - 7.10.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are reported promptly to the Trustees on receipt
  - 7.10.7 the financial expert must not do anything outside the powers of the Trustees
- 7.11 to insure the Association's property against any foreseeable risk and take out other insurance to protect the Association where required.
- 7.12 to insure trustees, staff and volunteers against Public, Products, Professional and Management liability arising from the discharge

of their RFAA charity duties unless arising from dishonest, fraudulent, reckless or malicious conduct. Insurance cannot cover fines for criminal proceedings, penalties to regulatory bodies, defending criminal proceedings when convicted of fraud, dishonesty or wilful or reckless conduct or cover any liability to the charity which was known not to be in the best interests of the charity. (Charity Acts 2011)

- 7.13 subject to clause 10.2, to employ paid or unpaid agents, staff or advisers
- 7.14 to enter into contracts to provide services to or on behalf of other bodies.
- 7.15 to enter into contracts to provide services to or on behalf of other bodies
- 7.16 to do anything else within charity law which promotes or helps to promote the Objects of the Association
- 7.17 to grant honorary or associate membership to any individual interested in furthering the aims of the Association.

## **8. Trustee Board Meetings**

- 8.1 The trustees must hold at least three meetings each year, of which at least one shall be a physical meeting.
- 8.2 A quorum at a Board meeting is three trustees
- 8.3 A meeting may be held either in person or through telephone conferencing, or other electronic means agreed by the trustees in which each participant may communicate with all other participants
- 8.4 The Chair or Deputy Chair (or if both are unable or unwilling to do so another trustee chosen by those present) presides at each meeting
- 8.5 Every issue may be determined by a simple majority of the votes cast at a meeting. A resolution which is in writing and signed by all trustees, is as valid as a resolution passed at a meeting, and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 8.6 Except for the chair of the meeting, who has a second or casting vote, each trustee has one vote on each issue.

8.7 Whenever a trustee has a personal interest in a matter to be discussed at a meeting, the trustee must:

8.7.1 declare an interest before discussion begins on the matter

8.7.2 withdraw from that part of the meeting unless expressly invited to remain in order to provide information

8.7.3 not be counted in the quorum for that part of the meeting

8.7.4 withdraw during the vote and have no vote on the matter

## **9. General Meetings (Annual or Extraordinary)**

9.1 All members are entitled to attend general meetings of the Association in person and a member organisation is entitled to an authorised representative.

9.2 Meetings are called by 28 clear days written notice to the members specifying the business to be transacted

9.3 There is a quorum at a general meeting if the number of members (or authorised representatives) personally present is at least 25 and they, together with any proxy voting forms returned total 70 or 10% of the members if greater)

9.4 The Chair or Deputy Chair (or if both are unable to do so another trustee elected by those present) presides at a general meeting

9.5 Except where otherwise provided in this Constitution, every issue at a general meeting is determined by a simple majority of the votes cast by the Full Members present together with the legitimate proxy voting forms returned.

9.6 Except for the chair of the meeting, who has a second or casting vote should the vote be tied, every member whether present in person or voting via a proxy voting form is entitled to one vote on every issue.

9.7 An AGM must be held in every year. At an AGM the members:

9.7.1 receive the accounts of the Association for the previous financial year.

9.7.2 receive the report of the Trustees on the Association's activities since the previous AGM

9.7.3 elect pre nominated Trustees (see clause 5.3)

- 9.7.4 appoint an auditor or independent examiner for the Association where required
- 9.7.5 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Association
- 9.7.6 discuss and determine any issues of policy or deal with any other business put before them
- 9.7.7 Members unable to attend the AGM in person may appoint a proxy, made in writing in advance of the meeting in approved form. Where the Chair of the meeting is so appointed, the Member may give instructions on each issue to be voted upon.
- 9.8 An EGM may be called at any time by the Trustees and must be called within 28 days after receipt of a written request to the Board from at least 10 members

## **10 Property & Funds**

- 10.1 The property and funds of the Association must be used only for promoting the Objects and do not belong to the members of the Association or the Trustees.
- 10.2 No trustee may receive any payment of money or other material benefit (whether direct or indirect) from the Association except:
- 10.2.1 under clauses 7.12 (indemnity insurance) and 10.2.6 (fees)
- 10.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Association.
- 10.2.3 an indemnity in respect of any liabilities properly incurred in running the Association
- 10.2.4 any trustee who possesses specialist skills or knowledge, and any firm or company of which such a person is a member or employee, may charge and be paid reasonable fees for work carried out for the Association on the instructions of the other trustees but (i) only if the procedure prescribed by clause 8.7 is followed in selecting the member, firm or company concerned and setting the fees and (ii) provided that this provision may not apply to more than one half of the trustees in any financial year
- 10.2.5 in the case of an individual member, charitable benefits in his or her capacity as a beneficiary
- 10.2.6 in exceptional cases, other payments or material benefits (but only with the prior written approval of the Charity Commission)

- 10.3 Any trust corporation which is appointed as a holding trustee or any nominee for the Association may be paid reasonable fees
- 10.4 Funds which are not required for immediate use or which will be required for use at a future date should be placed on deposit or invested in accordance with clause 7.9 until needed
- 10.5 Investments and other property of the Association may be held:
  - 10.5.1 in the names of the trustees for the time being (or in the name of the RFAA if incorporated under the Charities Acts)
  - 10.5.2 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 of a financial expert acting on their instructions
  - 10.5.3 in the name of at least two and up to four holding trustees for the Association who must be appointed (and may be removed) by a resolution of the trustees
  - 10.5.4 in the name of a trust corporation as a holding trustee for the Association, which must be appointed (and may be removed) by deed executed by the trustees
  - 10.5.5 in the case of land, by the Official Custodian for Charities under an order of the Commission or the Court

## **11 Records & Accounts**

- 11.1 The trustees must comply with the requirements of the latest Charities Acts as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the Commission of:
  - 11.1.1 annual reports
  - 11.1.2 annual returns
  - 11.1.3 annual statements of account
- 11.2 The Committee must keep proper records of:
  - 11.2.1 all proceedings at general meetings
  - 11.2.2 all proceedings at trustee meetings
  - 11.2.3 all reports of sub-committees
  - 11.2.4 all professional advice obtained

- 11.3 Annual reports, statements of account and examiner/auditor report (where required) relating to the Association must be made available for inspection by any member of the Association.
- 11.4 A copy of the latest available statement of account must be supplied to any person who makes a written request and pays the Association's reasonable costs (as required by the Charities Act 2011)
- 11.5 Accounts and all supporting paperwork must be retained for a minimum of 6 years from the end of the financial year to which they relate.
- 11.6 Annual reports must detail the activity of the charity and contain a statement on fundraising. It must be submitted to the Charity Commission within 10 months after the closure of the financial year (9 months for the Scottish Office of Charity Regulation)

## **12 Notices**

- 12.1 Notices under the Constitution may be issued by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper or in any newsletter distributed by the Association
- 12.2 The address at which a member is entitled to receive notices is the address recorded in the register of members. All such data must be protected to meet current UK Data Protection Laws.
- 12.3 Any notice given in accordance with this Constitution is to be treated for all purposes as having been received:
- 12.3.1 24 hours after being issued by electronic means or delivered by hand to the relevant address
  - 12.3.2 two clear days after being sent by first class post (UK only)
  - 12.3.3 seven clear days after being sent by second class post (UK only)
  - 12.3.4 on the date of publication of a journal or newspaper containing the notice
  - 12.3.5 on being handed to the member or their authorised representative personally or, if earlier as soon as the member acknowledges actual receipt
- 12.4 A technical defect in the giving of notice of which the members or the Committee members are unaware at the time does not invalidate decisions taken at a meeting.

## **13 Amendments**

- 13.1 This Constitution may be amended at a general meeting by a two-thirds majority of the votes cast. The members must be given 28 clear days' notice of the proposed amendments
- 13.2 No amendment may be made to clause 2 (Objects), clause 8.7, clause 10.2 or clause 13.2 without the prior consent in writing of the Commission.

## **14. Dissolution**

- 14.1 If at any time the members at a general meeting decide to dissolve the Association, the trustees will remain in office and will be responsible for the orderly winding up of the Association's affairs
- 14.2 After making provision for all outstanding liabilities of the Association, the trustees must apply the remaining property and funds in one or more of the following ways:
- 14.2.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
- 14.2.2 directly for the Objects or charitable purposes within or similar to the Objects
- 14.2.3 in such other manner consistent with charitable status as the Commission and the Office of the Scottish Charity Regulator approve in writing in advance
- 14.3 A final report and statement of account relating to the Association must be sent to the Commission
- 14.4 The Charity Commission can direct the winding up of any charity and can consequently direct assets to another charity.

## **15. Interpretation**

- 15.1 In this Constitution:

“AGM” means an annual general meeting of the members of the Association

“area of benefit” means United Kingdom and world-wide

“the Association” means the charity comprised in this constitution

“authorised representative” means an individual who is authorised by a member organisation to act on its behalf at meetings of the Association

“the RFA Community ashore” means retired personnel and their spouses, the families of serving personnel, and all members of the Association of whatever condition

“the Chair” means the chair of the Association elected at the AGM

“charity trustees” has the meaning prescribed by section 177 of the Charities Act 2011

“clear day” means 24 hours from midnight following the triggering event

“the Commission” means the Charity Commission of England and Wales

“the Board” is the governing body of the association

“EGM” means the extraordinary general meeting of the Charity

“financial expert” means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

“fundamental change” means such a change as would not have been within the reasonable contemplation of a person making a donation to the Association

“holding trustee” means an individual or corporate body responsible for holding the title to property but not authorised to make any decisions relating to its use, investment or disposal

“independent examiner” has the meaning prescribed by section 145(1)(a) of the Charities Act 2011

“material benefit” means a benefit which may not be financial but has a monetary value

“member” and “membership” refer to membership of the Charity

“months” means calendar months

“objects” means the objects of the Charity as defined in clause 2 of the constitution

“taxable trading” means carrying on a trade or business on a continuing basis for the principle purpose of raising funds and not for the purpose of actually carrying out the Objects

“written” or “in writing” refers to a legible document on paper including a fax message

“year” means a calendar year

- 15.2 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.