



## Royal Air Force Halton Apprentices' Association CIO

(Registered Charity No. 292523)

Date of Constitution: 25<sup>th</sup> September 2021

**Name & Principal Office** - the name of the Association shall be "THE ROYAL AIR FORCE HALTON APPRENTICES' ASSOCIATION CIO" (referred to as either 'the Association' or 'RAFHAA') or such other name as the Association by resolution passed at a General Meeting shall from time to time decide, which name shall appear on all documents issued by for or on behalf of the Association. The principal office of the RAFHAA is in England.

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### **Part 1**

1.1. **Adoption of the Constitution** - the Association and its property will be administered and managed in accordance with the current Charity Commission of England & Wales (referred to as 'the Commission') guidance, and the provisions of this Governing Document, (referred to as 'the Constitution'). RAFHAA is a Members' Association; the Commission leaflet RS7 refers.

### **1.2. General**

- 1.2.1. in this Constitution, the expression 'the School' refers to the No 1 School of Technical Training, originally at RAF Halton, and shall include the 4 courses of technical training held for Boy Mechanics at RAF Halton, RAF Cranwell, Flowerdown, and RAF Cosford prior to the establishment at RAF Cosford of the said School.
- 1.2.2. the Association will maintain its close ties with RAF Halton, and the School wherever that may be located.
- 1.2.3. the Association will provide assistance and funds in support of The Haltonian magazine and for maintenance of the RAFHAA website.
- 1.2.4. the Association will provide support to the Golden Oldies Pipe Band.
- 1.2.5. without financial obligation the Association will work with the Trenchard Museum and the Halton Archives to form a 'Halton Heritage Group'.
- 1.2.6. the Association will provide support and funds to maintain and enhance the Halton Grove at the National Memorial Arboretum (NMA), Alrewas, Staffs.

The good name of the Association will be promoted amongst modern day apprentices by sponsorship of an annual award to the best performing apprentice under training at the School, and by regular sponsorship of leadership and team building bursaries for ex-apprentices of the School.

### **1.3. Objects** - the Association's objects shall be:

- 1.3.1. the relief and assistance of past apprentice members of the School and their dependants who are in need by reason of poverty, disability, sickness, infirmity or otherwise, *see clause 1.3.5.7* below;
- 1.3.2. the development of a strategy, policy and foundation to promote the current and historical achievements of past RAF Halton apprentices;
- 1.3.3. to encourage alignment of modern-day RAF apprentices by promotion of the RAF Apprentice history and the development of leadership and team work skills through suitable bursaries; and
- 1.3.4. to promote the efficiency of the RAF and the Royal Navy by maintaining contact between past members of the Apprentice Training School, RAF Halton and serving members of RAF Halton, and the School, wherever that may be located.
- 1.3.5. to plan - when RAF Halton closes - for transition to a Trust or appropriate entity that will enable the protection of the School's and the Association's heritage, and maintain a sustainable business concept.
- 1.3.6. in furtherance of the objects the Association through its Council may exercise the following powers:
  - 1.3.6.1. to foster esprit-de-corps, comradeship and the welfare of those who attended the School by maintaining contact and by providing a venue for reunions;
  - 1.3.6.2. to publicise and disseminate information concerning the history, deeds and traditions of the School;
  - 1.3.6.3. to provide facilities at the NMA, and at the Trenchard Museum, RAF Halton for National Curriculum-related visits;
  - 1.3.6.4. to execute and administer charitable gifts;
  - 1.3.6.5. to receive, take and accept any gifts or property whether subject to any special trusts or not;
  - 1.3.6.6. to receive and accept any contributions by way of subscriptions, donations or otherwise;
  - 1.3.6.7. to assist distressed and needy past Apprentices and their dependants by way of referral to the UK Government's Veteran's Welfare Service, and relevant charities or otherwise;
  - 1.3.6.8. to make donations in furtherance of the objects of the Association;
  - 1.3.6.9. to purchase, take, lease or exchange property required for the purposes of the Association and subject to compliance with the Charities Act 2011 (or any subsequent Charities Act) to lease, exchange or otherwise dispose of the same;

1.3.6.10. to borrow or raise money for the purposes of the Association on such terms and subject to compliance with the Charities Act 2011 (or any subsequent Charities Act), using such security as may be thought fit;

1.3.6.11. to invest the funds and property of the Association for use in promoting the Objects of the Association in such investments as may from time to time be authorised by law;

1.3.6.12. to accumulate funds for the Association for such periods as may from time to time be authorised by law; and

1.3.6.13. to do all such things as may further the said Objects.

1.4. **Registered Charity** - as a registered charity, the Association has the responsibilities of charitable status, and shall be managed and administered by Charity Trustees as defined in the Charities Act 2011 (or any subsequent Charities Act) (referred to as 'trustees'), and the Constitution must be approved as required by the Commission. A charity must have trustees to oversee, govern and support its work; and to ensure that it is financially secure, meets its charitable aims, and stays within the law (*see clause 1.3 (Objects)*). Contravention of the Charities Act, the Trustee Act, or this Constitution could lead to the levy of penalties on trustees.

1.5. **Application of Income & Property** (*see clauses 2.12 (Repair & Insurance) & 5.12 (Property)*)

1.5.1. the income and property of the RAFHAA shall be applied solely towards the promotion of the objects.

1.5.2. a trustee is entitled to be reimbursed from the property of the RAFHAA or may pay out of such property reasonable expenses (*see clause 5.15 (Reasonable Expenses)*) properly incurred by them when acting on behalf of the RAFHAA.

1.5.3. none of the income or property of the RAFHAA may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the RAFHAA. This does not prevent a member who is not also a trustee from receiving a benefit from the RAFHAA as a beneficiary of the RAFHAA, and/or reasonable and proper remuneration for any goods and/or services supplied to the RAFHAA.

1.5.4. nothing in this clause shall prevent a trustee or connected person receiving any benefit or payment which is authorised by *clause 2.3 (Benefits & Payments to Charity Trustees & Connected Persons)*.

1.6. **Amendment of the Constitution**

1.6.1. no amendment that is inconsistent with the provisions of the Charities Act 2011 (or any subsequent Charities Act) or the General Regulations shall be valid.

1.6.2. the Association may amend any provision contained in Part 1 of this Constitution provided that:

1.6.2.1. no amendment may be made that would have the effect of making the RAFHAA cease to be a charity at law;

1.6.2.2. no amendment may be made to alter the objects if the change would have an adverse impact on other objects of the Association;

1.6.2.3. no amendment may be made to the Name & Principal Office, clauses 1.3 (Objects), 1.7 (Dissolution), 2.3 (Benefits & Payments to Trustees & Connected Persons (*see clause 5.3 (Connected Persons)*)), or this clause without the prior written consent of the Commission;

1.6.2.4. any resolution (*see clause 5.16 (Resolution)*) to amend the other provisions of Part 1 of this Constitution is passed by a majority of the trustees present and voting at a trustee meeting (*see clause 3.11 (Meetings)*).

1.6.2.5. any amendment to clause 1.7.2.2 (Winding-up or Dissolution) must be agreed with and have the express permission of the Charities to whom those monies were to be given.

1.6.3. any provision contained in Parts 2 to 5 of this Constitution may be amended by a resolution passed by a simple majority of the trustees present and voting at a trustee meeting.

1.6.4. in the event that the trustees consider that any proposed amendment could have significant impact on the management of the Association then they shall have the right to present the proposed amendment to all Association members at a general meeting.

1.6.5. any such proposed alterations to any parts of this Constitution must have been notified on the agenda of any such trustee or general meeting; to Part 2 as a special resolution (*see clause 5.17 (Special Resolution)*), and to all other parts as a resolution.

1.6.6. a copy of any resolution amending this Constitution shall be sent to the Commission within 15 days of it being passed.

1.7. **Winding-Up or Dissolution** - if the Council is of the opinion that through reduction in membership or for any other reason it has become impracticable for the Association to remain in being, a motion to this effect is to be communicated to all Association members and, if no objections to the contrary are received, the Association is to be wound up 3 months thereafter,

1.7.1. as provided by the Dissolution Regulations, the Association may be dissolved by resolution of its members, but any decision by the members to wind up or dissolve the Association can only be made:

- 1.7.1.1. at a general meeting of the members of the Association called in accordance with *clause 3.10 (Meetings)*, of which not less than 14 days' notice has been given to those eligible to attend and vote;
- 1.7.1.2. by a resolution passed by a 75% majority of those votes cast, or by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or by a resolution agreed in writing by all members of the Association.
- 1.7.2. subject to the payment of all the Association's debts:
  - 1.7.2.1. any resolution for the winding up of the Association, or for the dissolution of the Association without winding up, may contain a provision directing how any remaining assets of the Association shall be applied.
  - 1.7.2.2. the trustees must apply any remaining property or money directly for the objects; or, by transfer to the RAF Benevolent Fund; or, in such other manner as the Commission may approve in writing in advance.
- 1.7.3. the Association must observe the requirements of the Dissolution Regulations in applying to the Commission for the Association to be removed from the Register of Charities, and in particular:
  - 1.7.3.1. the trustees must send with their application to the Commission a copy of the resolution passed by the members of the Association; a declaration by the trustees that any debts and other liabilities of the Association have been settled or otherwise provided for in full; and a statement by the trustees setting out the way in which any property of the Association has been or is to be applied prior to its dissolution in accordance with this Constitution.
  - 1.7.4. the trustees must ensure that a copy of the application is sent within 7 days to every member and employee of the Association, and to any trustee of the Association who was not privy to the application.

If the Association is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed. If the Association is wound up, the members of the Association have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

## **Part 2, Trustees**

### **2.1. Functions & Duties of Trustees**

- 2.1.1. the Association will be managed and administered by the Council in accordance with the Charities Act 2011 (or any subsequent Charities Act). The Officers elected by the membership of the Association at an AGM (see *clause 3.12 (AGMs)*) who shall be trustees of the Association may, for that purpose, exercise all the powers of the Association (*clauses 3.1.7 (General), 2.1.8 (Co-option), 3.10 & 3.12 (Meetings & AGMs) refer*). (Finding New Trustees, *CC30 also refers*). It is the duty of each trustee:
  - 2.1.1.1. to exercise their powers and to perform their functions as a trustee in the way they decide in good faith would be most likely to further the purposes of the Association; and,
  - 2.1.1.2. to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to any special knowledge or experience that they have or hold themselves; and, if they act as a trustee in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.
- 2.1.2. a trustee must be a Full (see *clause 3.4 (Membership)*) member of the RAFHAA. An Honorary member may only become a trustee if they were a Full member before being given Honorary status.
- 2.1.3. every trustee must be a natural person. No one may become a trustee if they would be disqualified from acting under the provisions of *clause 2.4 (Disqualification & Removal of Trustees)*; if they are under the age of 18 years; or if they would automatically cease to hold office under the provisions of *clause 2.4*.
- 2.1.4. no one is entitled to act as a trustee whether on election/co-option or on any subsequent election/co-option until they have expressly acknowledged, in whatever way the trustees decide, their acceptance of the office of trustee.
- 2.1.5. the number of trustees shall be not less than 3 but (unless otherwise determined by a resolution of the Association in general meeting) shall not exceed a maximum of 7.
- 2.1.6. the first trustees shall be those persons in post as RAFHAA Council members at the general meeting at which this Constitution is adopted.
- 2.1.7. a trustee may not appoint anyone to act on their behalf at meetings of the trustees and/or the Council. Trustees cannot delegate their responsibilities, other than those specified in *clause 2.7 (Delegation)*, and cannot ask someone else to vote on their behalf (Trustees & Governance, *CC48 refers*).
- 2.1.8. the trustees may co-opt any person who is willing to act as a trustee, but this must not result in exceeding the number of trustees fixed in *clause 2.1.5 (Number of Trustees)* of this Constitution.
- 2.1.9. the RAFHAA General Secretary shall make available to each new trustee, as soon as possible after their first election/co-option, copies of this Constitution and any amendments made to it, the Association's latest annual report and statement of accounts, and the relevant TORs (*clause 4.5 refers*).

2.1.10. the Association must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and trustees.

## 2.2. Powers of Trustees

2.2.1. The trustees have powers to do anything which is calculated to either further the Association objects or is conducive or incidental to doing so, and have the following powers (but not for any other purpose):

- 2.2.1.1. to raise funds; in doing so, the trustees must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- 2.2.1.2. to buy, take on lease or in exchange, hire or otherwise acquire any property, and to maintain and equip it for use;
- 2.2.1.3. to sell, lease or otherwise dispose of all or any part of the property belonging to the RAFHAA. In exercising this power, the trustees must comply as appropriate with the Charities Act 2011 (or any subsequent Charities Act);
- 2.2.1.4. to borrow money and to charge the whole or any part of the property belonging to RAFHAA as security for repayment of the money borrowed. The trustees must comply as appropriate with the Charities Act 2011 (or any subsequent Charities Act) if they intend to mortgage land;
- 2.2.1.5. to employ and remunerate such staff as are necessary for carrying out the work of the RAFHAA. The RAFHAA may employ or remunerate a trustee only to the extent that it is permitted to do so by *clause 2.3 (Benefits & Payments to Charity Trustees & Connected Persons)* and provided it complies with the conditions of that clause;
- 2.2.1.6. to co-operate with other charities, voluntary bodies and statutory authorities, and to exchange information and advice with them;
- 2.2.1.7. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
- 2.2.1.8. to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the objects;
- 2.2.1.9. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves (*see clause 3.3 (Finance)*).
- 2.2.1.10. to obtain and pay for such goods and services as are necessary for carrying out the objects of the RAFHAA;
- 2.2.1.11. to open and operate such bank and other accounts as the trustees consider necessary, and to invest funds and to delegate the management of funds in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 2.2.1.12. to do all such other lawful things as are necessary for the achievement of the objects;
- 2.2.1.13. to fill all vacancies occurring among the office bearers, establish any standing or sub-committee(s) they may consider desirable, and to delegate any of their powers as they may think fit to any such committee(s).

2.2.2. no alteration of this Constitution or any special resolution shall have retrospective effect to invalidate any prior act of the trustees.

2.2.3. any meeting of trustees at which a quorum (*see clause 5.14 (Quorum)*) is present at the time the relevant decision is made may exercise all the powers exercisable by the trustees.

## 2.3. Benefits & Payments to Trustees & Connected Persons

2.3.1. **General provisions** - no trustee or connected person may buy or receive any goods or services from the RAFHAA on terms preferential to those applicable to members of the public; sell goods, services or any interest in land to the RAFHAA; be employed by, or receive any remuneration from, the RAFHAA; or receive any other financial benefit from the RAFHAA; unless the payment is permitted by *clause 2.3.2* below, or authorised by the court or the Commission (*see clause 5.7 (Financial Benefit)*).

### 2.3.2. Scope & Powers Permitting Trustees' or Connected Persons' Benefits

- 2.3.2.1. a trustee or connected person may receive a benefit from the RAFHAA as a beneficiary of the RAFHAA provided that a majority of the trustees do not benefit in this way.
- 2.3.2.2. a trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the RAFHAA where that is permitted in accordance with, and subject to the conditions in the Charities Act 2011 (or any subsequent Charities Act).
- 2.3.2.3. subject to *clause 2.3.3* below, a trustee or connected person may provide the RAFHAA with goods that are not supplied in connection with services provided to the RAFHAA by the trustee or connected person.
- 2.3.2.4. a trustee or connected person may receive interest on money lent to the RAFHAA at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

2.3.2.5. a trustee or connected person may receive rent for premises let by the trustee or connected person to the RAFHAA. The amount of the rent and the other terms of the lease must be reasonable and proper, and the trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

2.3.2.6. a trustee or connected person may take part in the normal trading and fund raising activities of the RAFHAA on the same terms as a member of the public.

2.3.3. **Payment for Supply of Goods only, Controls** - the RAFHAA and its trustees may only rely upon the authority provided by *clause 2.3.2.3* above if each of the following conditions is satisfied:

2.3.3.1. the amount or maximum amount of the payment for the goods is set out in a written agreement between the RAFHAA and the trustee or connected person supplying the goods ('the supplier').

2.3.3.2. the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

2.3.3.3. the other trustees are satisfied that it is in the best interests of the RAFHAA to contract with the supplier rather than with someone who is not a trustee or connected person. In reaching that decision the trustees must balance the advantage of contracting with a trustee or connected person against the disadvantages of doing so.

2.3.3.4. the supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with the supplier for the supply of goods to the RAFHAA.

2.3.3.5. the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.

2.3.3.6. the reason for their decision is recorded by the trustees in the minute book.

2.3.3.7. a majority of the trustees then in office are not in receipt of remuneration or payments authorised by *clause 2.3 (Benefits & Payments to Trustees & Connected Persons)*.

2.3.3.8. in *clauses 2.3.2 & 2.3.3* above, the RAFHAA includes any company in which the RAFHAA holds more than 50% of the shares; or controls more than 50% of the voting rights attached to the shares; or has the right to appoint one or more directors to the board of the company.

#### 2.4 **Disqualification & Removal of Trustees**

2.4.1. a trustee shall cease to hold office if they are disqualified from acting as a trustee by virtue of the Charities Act 2011 (or any subsequent Charities Act); ceases to be a Full or relevant Honorary member of the RAFHAA; becomes permanently incapable (*see clause 5.10 (Permanently)*), for whatever reason, of managing and administering their own affairs; or resigns as a trustee by notice to the RAFHAA (but only if at least 3 trustees will remain in office when the notice of resignation is to take effect).

2.4.2. any co-opted trustee shall cease to hold office if they are persistently absent from trustee meetings without good reason acceptable to the trustees, and the trustees resolve that their role be vacated.

2.4.3. the trustees by a majority decision of all trustees in post may remove any co-opted trustee(s) at any time.

2.4.4. an elected trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance *with clause 3.10 (Meetings)*, and the resolution is passed by a majority of votes cast at the meeting.

2.4.5. a resolution to remove a trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the Association.

2.5. **Proceedings of Trustees** - the trustees may regulate their proceedings as they think fit, subject to the provisions of this Constitution, and any decision may be taken either at a meeting of the trustees, or by a resolution in writing or electronic form.

##### 2.5.1. **Meetings**

2.5.1.1. any trustee may call a meeting of the trustees, and the RAFHAA General Secretary must call a meeting of the trustees if requested to do so by a trustee.

2.5.1.2. questions arising at a meeting must be decided by a vote (*see clause 3.2.2 (Voting)*).

2.5.1.3. no decision may be made by a meeting of the trustees unless a quorum is present at the time the decision is made (*see clause 5.14 (Quorum)*). A trustee shall not be counted in the quorum present when any decision is made about a matter upon which that trustee is not entitled to vote. If the number of trustees is less than the number fixed as the quorum, the continuing trustees or trustee may act only for the purpose of filling vacancies or of calling a general meeting.

2.5.1.4. the person elected as the chair shall chair meetings of the trustees. If the chair is unwilling to preside or is not present within 15 minutes after the time appointed for the meeting, the trustees present may appoint one of their number to chair that meeting. The person

appointed to chair meetings of the trustees shall have no functions or powers except those conferred by this Constitution or delegated to him or her in writing by the trustees.

#### 2.5.2. **A Resolution in Writing or Electronic Form**

2.5.2.1. a resolution in writing signed by all the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the trustees or (as the case may be) a committee of trustees duly convened and held.

2.5.2.2. the resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more trustees.

2.5.2.3. a meeting may be held by suitable electronic means (*see clause 5.6 (Electronic Communication)*) agreed by the trustees in which each participant may communicate with all the other participants. Any trustee participating at such a meeting shall qualify as being present at the meeting.

2.5.2.4. meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

#### 2.6. **Conflicts of Interests & Conflicts of Loyalties** - a trustee must:

2.6.1. declare the nature and extent of any interest, direct or indirect, which they have entered in a proposed transaction or arrangement with the RAFHAA or in any transaction or arrangement entered into by the RAFHAA which has not been previously declared; and

2.6.2. absent themselves from any discussions of the trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the RAFHAA, and any personal interest (including but not limited to any personal financial interest).

Any trustee absenting themselves from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the trustees on the matter.

2.7. **Delegation** - the trustees may delegate any of their powers or functions to a committee or committees and, if they do, they must determine the terms and conditions on which the delegation is made which must be recorded in the minute book. The trustees shall from time to time review the arrangements which they have made for the delegation of their powers, and may revoke the delegation. This power is subject to the following requirements:

2.7.1. a committee may consist of 2 or more persons, but at least one member of each committee must be a trustee;

2.7.2. the acts and proceedings of any committee must be brought to the attention of the trustees as a whole as soon as is reasonably practicable;

2.7.3. no expenditure may be incurred on behalf of the RAFHAA except in accordance with a budget previously agreed with the trustees.

#### 2.8. **Irregularities in Proceedings**

2.8.1. subject to *clause 2.8.2* below, all acts done by a meeting of trustees, or of a committee of the trustees, shall be valid notwithstanding the participation in any vote of a trustee who was disqualified from holding office; who had previously retired or who had been obliged by the Constitution to vacate office; or who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise; if, without the vote of that trustee, and that trustee being counted in the quorum, the decision had been made by a majority of the trustees at a quorate meeting.

2.8.2. *clause 2.8.1* above does not permit a trustee to keep any benefit that may be conferred upon them by a resolution of the trustees or a committee of trustees if the resolution would otherwise have been void.

2.8.3. no resolution or act of the trustees, any committee of the trustees, or the RAFHAA in general meeting shall be invalidated by reason of the failure to give notice to any trustee or member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a member or the beneficiaries of the RAFHAA.

#### 2.9. **Minutes**

2.9.1. the Council must keep minutes of all elections and co-options of trustees; proceedings at meetings of the RAFHAA and of the trustees and committees of trustees including the names of the trustees present, the decisions made at the meeting, and where appropriate the reasons for the decisions.

2.9.2. the trustees must keep minutes of all decisions made by the trustees otherwise than in meetings.

2.9.3. General Meeting minutes are to be published within 28 working days of a meeting taking place and may be amended up to 21 days before the next meeting. Meeting minutes will also be published with the calling notice for the next meeting, a minimum of 21 days before a Council or General Meeting.

2.9.4. members may request sight of meeting minutes once approved.

2.10. **Accounts, Annual Reports & Annual Returns** - the trustees must comply with their obligations under the Charities Act 2011 (or any subsequent Charities Act) with regard to the keeping of accounting records for the RAFHAA; the preparation of annual statements of account for the RAFHAA; the transmission of the statements of account to the Commission; and the preparation of annual returns and reports, and their transmission to the Commission. Accounts must be prepared in accordance with the provisions of any relevant Statement of

Recommended Practice issued by the Commission, unless the trustees are required to prepare accounts in accordance with the provisions of such a statement prepared by another body.

**2.11. Registered Particulars** - the trustees must notify the Commission promptly of any changes to the RAFHAA's entry on the Central Register of Charities.

**2.12. Repair & Insurance**

2.12.1. the trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the RAFHAA (except those buildings that are required to be kept in repair and insured by a tenant) in accordance with the provisions of the RAFHAA Financial Policy & Procedures currently in force.

2.12.2. the Members of Council and other members of the Council's sub-committees, all elected or co-opted, (or their personal representatives and estates) for the time being acting in relation to any affairs of the RAFHAA shall be indemnified by an RAFHAA Directors & Officers Insurance Policy which includes Executive & Professional Liability cover. The Insurance shall cover all legal costs and damages that may be incurred or sustained in the execution of duties on behalf of the RAFHAA. The amount covered shall be in accordance with the current terms and conditions of the insurance policy in force.

2.12.3. the Members of Council and other members of the Council's sub-committees, all elected or co-opted, (or their personal representatives and estates) will not be so indemnified if they incur or sustain such losses by reason of their own wilful neglect or dishonesty. In this context the individuals so covered shall not be answerable for the consequential liabilities of the acts of any other officer, trustee or member.

2.12.4. where the current policy includes an excess provision, subject to the conditions contained in *clause 2.12.2* above being met, the amount of that excess will be met from Association funds.

**2.13. Communications** (see clause 5.6 (electronic Communication))

2.13.1. any member or trustee of the Association may communicate electronically with the Association to an address specified by the Association for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the Association.

2.13.2. any member or trustee of the Association, by providing the Association with their e-mail address or similar, is taken to have agreed to receive communications from the Association in electronic form at that address, unless the member has indicated to the Association their unwillingness to receive such communications in that form.

2.13.3. any notice required by this Constitution to be given to or by any person must be in writing, or using electronic communications.

2.13.4. the Association may give any notice to a member either personally, by sending it by post in a pre-paid envelope addressed to the member at their address, by leaving it at the address of the member, or by giving it using electronic communications to the member's address.

2.13.5. a member who does not register an address with the Association or who registers only a postal address that is not within the UK shall not be entitled to receive any notice from the Association.

2.13.6. a member present in person at any meeting of the Association shall be deemed to have received notice of the meeting and the purposes for which it was called.

2.13.7. proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

2.13.8. proof that a notice contained in an electronic communication was sent shall be conclusive evidence that the notice was given.

2.13.9. a notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

2.13.10. for matters of efficiency and economy, communication with members will be through 4 methods:

2.13.10.1. use of the Association website;

2.13.10.2. use of e-mail to members for matters requiring efficient communication services;

2.13.10.3. use of newsletters; and

2.13.10.4. through The Haltonian magazine.

Key documents intended for the entire membership, such as the AGM Agenda, will be communicated via e-mail, the Association website, and The Haltonian magazine.

**2.14. Policies & Schedules** - the trustees may from time to time make such reasonable and proper policies or schedules as they may deem necessary or expedient for the proper conduct and management of the RAFHAA. Such policies or schedules shall be binding on all members of the RAFHAA, but must not be inconsistent with any provision of this Constitution. Copies of any such policies or schedules currently in force must be made available to any member of the RAFHAA on request, and the trustees must adopt such means as they think sufficient to bring the policies or schedules to the notice of members of the RAFHAA. The policies or schedules may regulate the following matters but are not restricted only to them:

- 2.14.1. the admission of members of the RAFHAA (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members; in so far as such procedure is not regulated by this Constitution;
- 2.14.2. the conduct of members of the RAFHAA in relation to one another, and to the RAFHAA's volunteers;
- 2.14.3. the setting aside of the whole or any part or parts of the RAFHAA's premises at any particular time or times or for any particular purpose or purposes;
- 2.14.4. the procedure at general meetings and meetings of the trustees; in so far as such procedure is not regulated by this Constitution;
- 2.14.5. the keeping and authenticating of records (if rules made under this clause permit records of the charity to be kept in electronic form and require a trustee to sign the record, a method of recording the signature that enables it to be properly authenticated must be specified); and,
- 2.14.6. generally, all such matters as are commonly the subject matter of the policies of an incorporated association.

### **Part 3, Management of the RAFHAA**

#### **3.1. General**

- 3.1.1. the Association will be managed by the Council, consisting of the Officers (see *clause 3.1.2* below), the RAFHAA Vice Presidents, and other members of the Association elected at an Annual General Meeting (AGM) to hold additional Council roles. The RAFHAA Patron and Vice-Patrons will be honorary members of the Council (see *clause 3.2.2 (Voting)* below).
- 3.1.2. the Officers will be elected by the membership of the Association at an AGM (see *clause 3.12 (AGMs)*) to hold the offices of Chairman (see *clause 3.1.3* below), Deputy Chairman, General Secretary, Treasurer & 500 Club, and Governance Officer who shall be trustees of the Association, and the offices of Membership Secretary, IT Manager & Webmaster, Heritage Member, Editor Haltonian, Halton Grove Liaison, GDPR Officer, and Marketing Manager. These Officers and other members of the Association elected at an AGM to hold additional Council roles will not be eligible to be trustees of the Association.
- 3.1.3. at every AGM of the RAFHAA, 4 Members of Council shall retire from office with effect from the conclusion of the general meeting next after their election, but shall be eligible for re-election at that general meeting. If the number of Council members is not 4 or a multiple of 4, then the number nearest to 4 shall retire from office; but if there is only one eligible member they shall retire. The holder of the post of Chairman is elected to serve for a period of 3 years after which they may seek re-election.
- 3.1.4. the Members of Council to retire by rotation shall be those who have been longest in office since their last election/co-option. If any Members of Council were last elected or co-opted on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by a ballot;
- 3.1.5. the vacancies so arising may be filled by the decision of the members at the AGM; any vacancies not filled at the AGM may be filled as provided in *clause 3.1.6* below;
- 3.1.6. the Members or the Council may at any time decide to co-opt a new trustee or Member of Council, whether in place of a trustee who has retired or been removed in accordance with *clause 2.4 (Retirement & Removal of Charity Trustees)*, or a Member of Council who has retired. The Members or the Council may also, at any time decide to co-opt an additional trustee, provided that the limit specified in *clause 2.1.5 (Number of Trustees)* on the number of trustees would not as a result be exceeded;
- 3.1.7. a person so co-opted by the members of the RAFHAA shall retire in accordance with the provisions of *clauses 3.1.3 & 3.1.4* above, and shall not be counted for the purpose of determining which of the Members of Council is to retire by rotation at that meeting.
- 3.1.8. the Council shall have the power to co-opt Officers to the Council appointed as a result of 'frustrated' AGMs (*Schedule A refers*).

#### **3.2. Voting**

- 3.2.1. only RAFHAA Full, Honorary Vice Presidents (having been previously a Full Member), and Corporate Members may vote at general meetings and on RAFHAA business. Associate, Honorary, Friends and Social members have no voting rights; however, where a Full Member gains an Honorary title or prefers to become a Friend or Social Member then they shall retain their full voting rights.
- 3.2.2. only the Officers and other Council members elected or co-opted may vote at Council meetings. If any Council member holds more than one office then that person shall be entitled to one vote only. In exceptional circumstances where a Honorary Vice President is formally co-opted onto the Council they will have full voting rights of that post at all Council meetings.
- 3.2.3. in all voting a simple majority is to suffice, with the exception of *clause 1.7.1.2 (Winding-Up or Dissolution)*; but in the event of an even vote, the Chairman will have a casting vote.
- 3.2.4. at RAFHAA general meetings, resolutions and nominations proposed and seconded shall have a vote taken and recorded; numbers for, against and abstaining.

3.2.5. voting at general meetings shall be by show of hands unless a poll is duly demanded by the Chairman or by at least 10% of the Full or relevant Honorary Members present. Each Full or relevant Honorary Member shall have one vote.

3.2.6. a poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the Chairman of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.

3.2.7. a poll may be taken at the meeting at which it was demanded; or at some other time and place specified by the Chairman of the meeting; or through the use of postal or electronic communications.

3.2.8. provision shall be made for the casting of votes of absentee trustees and Council/committee members by e-mail, text message or letter, ensuring that a written record of such a vote is made. An 'absent' vote will only be for an agenda item for which a discussion paper has been circulated prior to the meeting.

3.2.9. members unable to attend a general meeting may authorise the Chairman to vote on their behalf on specified proposals that may be put to the meeting. Members may utilise electronic or postal voting systems provided before each general meeting these votes have a deadline specified. Provisions governing proxy, postal and electronic voting are set out at *Schedule B*.

3.2.10. any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the Chairman of the meeting shall be final.

3.3. **Finance** - members of the Council are to nominate from among their members at the first Council Meeting after the AGM a Finance & General Purpose Committee (F&GP) to report and make recommendations to the Council on investment policy, finance, disbursement of funds, administration of projects, compliance with statutory regulations, and grants in furtherance of the objects. The F&GP will meet the requirements of the RAFHAA Financial Procedures & Policy currently in force, and will act on behalf of the Council in the disbursement of funds as instructed by the Council. The Council is to determine F&GP spending limits, which are to be reviewed annually.

3.4. **Membership** - membership of the Association is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated their agreement to become a member and acceptance of the duty of members set out below. A member may be an individual, a corporate body, or an individual or corporate body representing an organisation which is not incorporated.

3.4.1. **Admission Procedure** - the trustees may require applications for membership to be made in any reasonable way that they decide and shall, if they approve an application for membership, notify the applicant of their decision within 21 days.

3.4.2. **Full Member** - open to RAF Apprentices, Royal Navy Artificer Apprentices (Air), and apprentices sponsored by Foreign & Commonwealth governments who underwent part or all of their training at the School.

3.4.3. **Associate Member** - open to instructors and staff who were directly involved in the training of apprentices at the School, RAF Halton. Associate membership may also be open to anyone who held a role in direct or indirect support of apprentice training. RAF Boy Entrants and apprentices from any RAF Station may be awarded associate membership of the Association.

3.4.4. **President/Vice President** - RAF Halton Station Commanders will be invited by the Council to be Presidents of the Association until the closure of RAF Halton. After the closure of RAF Halton the position of President will cease. Ex-Station Commanders that are also ex-apprentices will be invited by the Council to be Vice Presidents and members of the Association. The Council will review these appointments annually.

3.4.5. **Honorary Vice President** - members of the Association who have given particularly valued and prolonged service to the Association may be invited by the Council to become Honorary Vice Presidents. The Association may remove a Honorary appointment, if in the opinion of the Council, the member is not actively participating in Association business or has shown absence of allegiance. Honorary Vice Presidents will be Members of the Association.

3.4.6. **Honorary Member** - the Council may invite individuals in recognition of past and present services to become Honorary Members of the Association. The Association may remove a Honorary membership, if in the opinion of the Council, the member is not actively participating in Association business or has shown absence of allegiance.

3.4.7. **Friend** - for the next-of-kin of deceased Association members who wish to remain in contact with, and participate in, the activities of the Association.

3.4.8. **Social or Student Member** - for those individuals who are generally interested in the activities of the RAFHAA; they may or may not attend Association Reunions.

3.4.9. **Corporate Member** - for commercial and academic bodies or organisations that wish to support, in whole or in part, the work of the Association. The Corporate member will be represented by a single person who, dependent on the size of the corporate entity, may have a co-opted position on the Council.

It is the duty of each member of the Association to exercise their powers as a member of the Association in the way they decide in good faith would be most likely to further the purposes of the RAFHAA.

3.5. **Subscriptions** - the annual subscription for all members shall be payable in advance. The Council will review all membership fees annually and, where a change in fees is required, an appropriate motion is to be included for approval by the membership at the next AGM; *clause 3.12.2 (AGMs)* refers. As a registered charity, RAFHAA members may Gift Aid their subscriptions and other donations to the Association.

3.6. **Refusal of Membership**

3.6.1. the trustees may refuse an application for membership if they believe that it is in the best interests of the Association for them to do so;

3.6.2. if they decide to refuse an application for membership, the trustees shall give the applicant their reasons for doing so within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal;

3.6.3. the trustees shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

3.6.4. if any subsequent dispute cannot be resolved between the RAFHAA and the individual concerned, then the matter shall be referred for resolution in accordance with *clause 3.14 (Disputes)*.

3.7. **Transfer of Membership** - Association membership cannot be transferred to anyone else except in the case of an individual or corporate body representing an organisation which is not incorporated, whose membership may be transferred by the unincorporated organisation to a new representative. Such transfer of membership does not take effect until the Association has received written notification of the transfer.

3.8. **Termination of Membership**

3.8.1. RAFHAA membership is terminated if the member dies, or, in the case of an organisation (or the representative of an organisation) that organisation ceases to exist, or if the RAFHAA ceases to exist (*see clause 1.7 (Winding-up or Dissolution)*); the member resigns by written notice to the Membership Secretary before April 1<sup>st</sup> unless, after the resignation, there would be fewer than 5 members; or any sum due from a member to the RAFHAA is not paid in full by April 1<sup>st</sup> each year.

3.9. **Suspension or Expulsion of Members**

3.9.1. **Suspension.** if any member behaves in a manner that is vexatious, offensive or abusive towards another member, either in a Council/committee meeting or in the context of RAFHAA business of any kind, then that member may be suspended from the RAFHAA and the Council/committee (if applicable). Suspension will be for a period at the Council's discretion but will be no longer than 6 months. *See clause 3.2 (Voting)*.

3.9.2. **Expulsion.** if any member continually behaves in a manner that is vexatious, offensive or abusive, or acts in such a manner that their conduct brings the RAFHAA into disrepute (*see clause 5.4 (Disrepute)*), then that member may be expelled from the RAFHAA. Any member who is expelled will have a right of appeal in accordance with *clause 3.14 (Disputes)*. *See clause 3.2 (Voting)*.

A resolution to remove a member from membership may only be considered if the member has been given at least 21 days notice in writing of the meeting of the trustees at which the resolution will be proposed and the reasons why it is to be proposed; and the member or, at the option of the member, the member's representative (who need not be a member of the RAFHAA) has been allowed to make representations at the meeting. The member shall be informed in writing by the RAFHAA Membership Secretary of the trustees decision. Any refund of an expelled member's annual subscription will be in accordance with the RAFHAA Finance Policy currently in force

3.10. **Meetings** - the Association is to conduct its business through general meetings, council meetings, and committee meetings. An organisation or a corporate body that is a member of the RAFHAA may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the RAFHAA. The representative is entitled to exercise the same powers on behalf of the organisation or corporate body as the organisation or corporate body could exercise as an individual member of the RAFHAA.

3.10.1. **General Meetings** - there must be general meetings of the members of the Association. The first AGM must be held within 18 months of the registration of the Association, and subsequent AGMs must be held at intervals of not more than 15 months. Other general meetings of the members of the Association may be held at any time, and all general meetings must be held in accordance with the following provisions:

3.10.1.1. the trustees must call an AGM of the members of the Association in accordance with *clause 3.12.1 below*, and identify it as such in the notice of the meeting.

3.10.1.2. the trustees must, within 21 days, call a general meeting of the members of the Association if they receive a request to do so from at least 10% of the members; and the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request by name, membership number, and signature. The request must be sent to the RAFHAA General Secretary either electronically or by post.

3.10.2. if, at the time of any such request, there has not been any general meeting of the members of the Association for more than 12 months, then *clause 3.10.1.2* above shall have effect as if 5% were substituted for 10%. Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting. A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

3.10.3. any general meeting called by the trustees at the request of the members of the Association must be held within 28 days from the date on which it is called. If the trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.

3.10.4. a general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting. The Association must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the trustees to duly call the meeting, but the Association shall be entitled to be indemnified by the trustees who were responsible for such failure.

3.10.5. no proposition (*see clause 5.13 (Proposition)*) or nomination shall be moved at a general meeting unless notice thereof has been given in writing to the General Secretary not later than 30 days preceding an AGM, and in the case of an Extraordinary General Meeting (EGM), 14 days previous to such a meeting, except by special permission of the Chairman in either case. A proposition or a nomination may be made only by the trustees, a Full, or a relevant Honorary Member.

3.10.6. all Association general meetings shall be chaired by the RAFHAA Chairman. If the Chairman is not present within 15 minutes of the time specified for a meeting to start then the Deputy Chairman shall chair the meeting. If neither the Chairman nor Deputy Chairman are present then the RAFHAA President (until the closure of RAF Halton) shall chair the meeting. If neither the Chairman, Deputy Chairman nor President are present, then the voting members present may vote for another trustee to chair the meeting.

### 3.11. Council Meetings

3.11.1. Council meetings are to take place not less frequently than quarterly and are to be called by the General Secretary giving not less than 10 days notice. The agenda and conduct of the meetings are at the discretion of the Council.

3.11.2. the Patron and Vice Patrons shall receive copies of the draft minutes of all Council meetings at the same time as they are released to Council members. The Patron, Vice Patrons or a member wishing to attend a Council meeting shall inform the Chairman and General Secretary of their intention to attend.

3.11.3. committees of the Council are to meet as often as the members of each committee require and when instructed to meet by the Council.

### 3.12. Annual General Meetings

3.12.1. an AGM Calling Notice containing an agenda and a financial statement of receipts, payments, assets and liabilities is to be sent to all members not less than 21 days before the date of the meeting. The form of the agenda shall be at the discretion of the Council but must include the minutes of the previous AGM, a report on the previous year's activities from the Chairman, Membership Secretary and Treasurer, and presentation of the accounts.

3.12.2. members may petition or request the Council up to, but not later than 14 days prior to the AGM for matters to be included in the Meeting. Where 25 members or more petition on a matter it must be included in the meeting agenda. Petition's of less than 5, and requests, may be included on the agenda at the discretion of the Council, but must be replied to in writing and or acknowledged at the meeting. The petition must be authenticated by the member(s) submitting the Petition by name, membership number, and signature. The Petition must be sent to the RAFHAA General Secretary either electronically or by post.

3.12.3. the business of the AGM shall be to receive the Association's Accounts and Trustees' Reports, decide future policy, debate any resolutions, approve subscriptions for the forthcoming year, and elect the Officers (who shall be elected individually) (*see clauses 2.1 (Functions & Duties of Trustees) and 3.1 (Management of the RAFHAA)*).

3.12.4. the Treasurer shall present a budget for the following financial year, which shall have been drawn up in conjunction with any sub-committee(s) in place at the time. The Treasurer shall prepare an independently examined Statement of Accounts, Income & Expenditure Accounts, details of Monetary & Non-Monetary Assets & Liabilities drawn up in compliance with the requirements of the Charity Commissioners pertaining at that time; *clause 3.3 (Finance) refers*.

3.12.5. provisions for the holding of an AGM in the Event of Natural and/or Unavoidable Circumstances are at *Schedule A*.

3.13. **Decisions** - except for those decisions that must be taken in a particular way as indicated in *Clause 3.13.6* below, decisions of the RAFHAA members may be taken either by vote at a general meeting, or by written resolution. A written resolution without a general meeting is a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:

3.13.1. a copy of the proposed resolution had been sent to all the members eligible to vote; and a simple majority of members had signified its agreement to the resolution in a document or documents which are received by the General Secretary within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature (or in the case of an organization which is a member, by execution according to its usual procedure), and by a statement of their identity accompanying the document.

3.13.2. the resolution in writing may comprise several copies to which one or more members has signified their agreement.

3.13.3. eligibility to vote on the resolution is limited to Full and relevant Honorary members on the date when the proposal is first circulated in accordance with *clause 3.10.5 (Meetings)*.

3.13.4. not less than 10% of members request the trustees to make a proposal for decision by the members.

3.13.5. the trustees must within 21 days of receiving such a request comply with it if it is not frivolous or vexatious, and does not involve the publication of defamatory material; it is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and effect can lawfully be given to the proposal if it is so agreed.

3.13.6. any decision to remove a trustee must be taken in accordance with *clause 2.4 (Disqualifications & Removal of Trustees)*; any decision to amend this Constitution must be taken in accordance with *clause 1.6 (Amendment of Constitution)*; any decision to wind up or dissolve the Association must be taken in accordance with *clause 1.7 (Winding-up or Dissolution)*; and any decision to amalgamate or transfer the undertaking of the Association to one or more other Association(s) must be taken in accordance with the provisions of the Charities Act 2011 (or any subsequent Charities Act).

3.14. **Disputes** - if a dispute arises between a member of the RAFHAA about the validity or propriety of anything done by another member under this Constitution and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation. The trustees shall have the powers to settle any controversies and questions arising under, or not provided in, this Constitution. The Chairman may at any time set up an investigating committee of at least 3 trustees, not party to the dispute, who will report to the next appropriate trustees meeting and make recommendations; taking into account current best practice for mediation.

3.15. **Data Protection** - the Association will comply with the General Data Protection Regulation 2016/679, and any National data protection regulation in force at the time. The RAFHAA Website Privacy Policy currently in force refers.

#### **Part 4, Administration**

4.1. All stationery and websites shall carry the RAFHAA logo 'The Wheel', a statement that the Association is a registered charity, and include the charity number **292523**. The logo shall only be used with the written consent of the General Secretary.

4.2. Out-of-pocket expenses (*see clause 5.9 (Out-of-Pocket Expenses)*) incurred by trustees shall be reimbursed by the RAFHAA Treasurer on receipt of signed statements/receipts, in accordance with the RAFHAA Financial Policy currently in force.

4.3. All debts incurred by or on behalf of the RAFHAA shall be paid by either electronic banking or cheque. All RAFHAA electronic payments shall be authorised, and cheques signed, by any 2 of the Chairman, General Secretary, or Treasurer. The General Secretary shall ensure that an inventory listing of all RAFHAA assets is maintained and shall also be responsible for all RAFHAA records.

4.4. The RAFHAA will comply with the requirements of the Communications Provisions in the General Regulations (*see clause 5.8 (General Regulations)*) and in particular the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form, and any requirements to provide information to the Commission in a particular form or manner; *see clause 4.5 (Execution of Documents)* below.

4.5. **Execution of Documents** - the RAFHAA shall execute documents either by signature or by affixing its seal (if it has one). A document is validly executed by signature if it is signed by at least 2 of the the trustees. If the RAFHAA has a seal:

4.5.1. it must comply with the provisions of the General Regulations;

4.5.2. it must only be used by the authority of the trustees or of a committee of trustees duly authorised by the trustees. The trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by 2 trustees.

4.6. The Chairman shall ensure that Council Members' Terms of Reference are provided and subsequently ratified by the Council.

#### **Part 5, Interpretation**

The Charities Act 2011 (or any subsequent Charity Act) applies for the purposes of interpreting the terms used in this Constitution, and the following terms shall apply:

5.1. a 'trustee' means a Charity Trustee of the Association.

5.2. the 'Communications Provisions' means the Communications Provisions in the General Regulations; *see clause 5.8* below.

5.3. 'connected person':

5.3.1. a child, parent, grandchild, grandparent, brother or sister of the trustee;

5.3.2. the spouse or civil partner of the trustee or of any person falling within *clause 5.3.1* above;

5.3.3. a person carrying on business in partnership with the trustee or with any person falling within *clauses 5.3.1 or 5.3.2* above;

5.3.4. an institution which is controlled by the trustee or any connected person falling within *clauses 5.3.1 to 5.3.3* above; or, by 2 or more persons falling within this clause when taken together.

5.3.5. a body corporate in which the trustee or any connected person falling within *clauses 5.3.1 to 5.3.3* above has a substantial interest; or, 2 or more persons falling within this clause who, when taken together, have a substantial interest.

5.4. 'disrepute' means damage to or loss of reputation.

5.5. 'Dissolution Regulations' means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

5.6. 'electronic communication' excludes the use of the telephone, but includes the use of text messages.

5.7. 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

5.8. 'General Regulations' means the Charitable Incorporated Organisations (General) Regulations 2012.

5.9. 'out-of-pocket expenses' means direct outlays of cash which may be later reimbursed.

5.10. 'permanently' means not available to continue on a regular basis to carry out the roles and responsibilities of a trustee or a Member of Council, for whatever reason.

5.11. 'poll' means a counted vote or ballot usually, but not necessarily, in writing.

5.12. 'property' means all land held by or in trust for RAFHAA, all investments held by or on behalf of RAFHAA, and all intellectual property owned by RAFHAA.

5.13. 'proposition' means a topic or subject put forward for consideration.

5.14. 'quorum'; no business shall be transacted at any Association meeting unless a quorum is present; these shall comprise of members present at such meetings (with the exception of *clause 5.14.2* below):

5.14.1. at any RAFHAA general meeting, not less than 3 Council members and not less than 50 ordinary members entitled to vote upon the business to be conducted at the meeting.

5.14.2. at a meeting of the Council, not less than one-half of the Council members plus one; to include the Chairman or, him failing, the Deputy Chairman and the General Secretary, or him failing, the Treasurer.

5.14.3. at a meeting of the Board of Trustees, not less than one-half of the Trustees plus one; to include the Chairman or, him failing, the Deputy Chairman and the General Secretary, or him failing, the Treasurer.

5.14.4. at a meeting of an RAFHAA Committee, not less than one-half of the Committee membership plus one. For meetings discussing financial matters a minimum of 3 trustees shall be in attendance.

5.14.5. if a quorum is not present within 30 minutes of the time specified for the start of the meeting, or during a meeting a quorum ceases to be present, the meeting may be adjourned to such time and place as the trustees shall determine; or may continue without decisions being made.

5.14.6. the meeting must be re-convened, giving at least 7 clear days' notice of the re-convened meeting stating the date, time and place of the meeting.

5.14.7. if no quorum is present at the re-convened meeting within 15 minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.

5.14.8. no business shall be conducted at an adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

5.14.9. if a meeting is adjourned by a resolution of the members for more than 7 days, at least 7 clear days' notice shall be given of the re-convened meeting stating the date, time and place of the meeting.

5.15. 'reasonable expenses' means those expenses, in their amount and nature, that are consistent with what a reasonable person would incur in the conduct of the same business in the same or similar circumstances.

5.16. 'resolution' means a resolution which, to be passed, requires only a simple majority.

5.17. 'special resolution' is a method by which changes to the governing document of a charity are agreed; a resolution passed by a majority of those present in person and entitled to an absentee vote (*see clause 3.2 (Voting)*), and a mention of the fact that the resolution shall be passed as a special resolution must have already been made in the notice of the meeting.

Schedules:

A. Provisions for the Holding of AGMs in the Event of Natural and/or Unavoidable Circumstances.

B. RAFHAA Provisions for Proxy, Postal & Electronic Voting.

**Signature:**

**General Secretary**

Royal Air Halton Apprentices' Association CIO

**Royal Air Force Halton Apprentices' Association CIO**  
**Provisions for the Holding of AGMs in the Event of**  
**Natural and/or Unavoidable Circumstances**

A1. In the event of natural and/or unavoidable circumstances (such as a pandemic) that interrupt the expected course of events and restrict charities from fulfilling their AGM obligations, the Commission has accepted that some charities may have no choice but to decide to cancel or postpone AGMs - known by some as 'frustrated' AGMs. Should the Association be unable to conduct an AGM in the manner required by this Constitution (*see clauses 3.10 to 3.12 (Meetings)*) due to Government or other restrictions being in place for whatever reason, then one of the following alternatives is to be implemented:

A1.1. to delay convening the AGM if the Calling Notice has not yet been issued;

A1.2. to postpone the AGM if the Calling Notice has already been issued, until it becomes possible to conduct business in the normal way;

A1.3. to conduct a 'Hybrid' on-line AGM; a combination of personal attendance and video-conferencing.

A2. A delayed or postponed AGM should be managed as follows:

A2.1. the papers which would have been sent out for a normal AGM should be posted on the RAFHAA website as soon as they are ready with a message from the Chairman telling members what is being done and why it is necessary to do it.

A2.2. at the same time it should be mentioned there will be an opportunity at the delayed/postponed AGM for questions, and to take a vote as necessary, on the website posted documents.

A2.3. trustees and Members of Council in post should remain in post until their re-election can be confirmed at the relevant delayed or postponed AGM.

A2.4. any new Members of Council should be co-opted as appropriate for the period until their election can be confirmed at the relevant delayed or postponed AGM.

A2.5. supplementary reports and/or accounts could be tabled for urgent matters at the delayed or postponed AGM in order to cover the period between the end of the previous AGM year and the delayed or postponed AGM.

A3. A 'Hybrid' on-line AGM could be difficult to manage. However, the same procedures as for delayed or postponed AGMs should be adopted with the exception that questions and answers would be possible and elections could take place, providing the relevant quorum was present. When considering this option those members without access to the necessary technology must not be disenfranchised.

A4. In the case of delayed or postponed AGMs the only items voted upon are previous AGM minutes and RAFHAA Council elections; accounts, etc, are the responsibility of the trustees. So business should still be able to be finalised and presented as required by this Constitution (*see clause 3.12 (AGMs)*). In the event that audit or independent scrutiny of accounts is 'frustrated' by the circumstances dictating delay or postponement then extra time should be factored in prior to the delayed/postponed AGM.

**Royal Air Force Halton Apprentices' Association CIO**  
**Provisions for Proxy, Postal & Electronic Voting**

**Proxy Voting**

- B1. Any RAFHAA member may appoint another person as a proxy to exercise all or any of that member's rights to attend, speak and vote at a RAFHAA general meeting. Proxies must be appointed by a notice in writing (a 'proxy notice') which:
- B1.1. states the name, address and membership number of the member appointing the proxy;
  - B1.2. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - B1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such a manner as the RAFHAA may determine; and
  - B1.4. is delivered to the RAFHAA General Secretary in accordance with the Constitution and any instructions contained in the notice of the general meeting to which they relate.
- B2. The RAFHAA may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- B3. Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- B4. Unless a proxy notice indicates otherwise, it must be treated as:
- B4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - B4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- B5. A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice had been delivered to the RAFHAA by or on behalf of that member.
- B6. An appointment under a proxy notice may be revoked by delivering to the RAFHAA a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.
- B7. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- B8. If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

**Postal & Electronic Voting**

- B9. The Association may, if the trustees so decide, allow the members to vote by post or electronic mail ('e-mail') to elect trustees or to make a decision on any matter that is being decided at a general meeting of the members.
- B10. The trustees must appoint at least 2 persons independent of the Association to serve as scrutineers to supervise the conduct of the postal and e-mail ballots and the counting of votes.
- B11. If postal and e-mail voting is to be allowed on a matter, the Association must send to members of the RAFHAA not less than 21 days before the deadline for receipt of votes cast in this way:
- B11.1. a notice by e-mail, if the member has agreed to receive notices in this way under *clause 3.10 (Communications)*, including an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by e-mail or post to the Association, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;
  - B11.2. a notice by post to all other members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.
  - B11.3. the voting procedure must require all forms returned by post to be in an envelope with the member's name and signature, and nothing else, on the outside, inside another envelope addressed to 'The Scrutineers for the RAFHAA', at the Association's principal office or such other postal address as is specified in the voting procedure.
  - B11.4. the voting procedure for votes cast by e-mail must require the member's name to be at the top of the e-mail, and the e-mail must be authenticated in the manner specified in the voting procedure. E-mail votes must be returned to an e-mail address used only for this purpose and must be accessed only by a scrutineer.
  - B11.5. the voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.

B11.6. the scrutineers must make a list of names of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a trustee or other person overseeing admission to, and voting at, the general meeting. A member who has cast a valid postal or e-mail vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she or it has already cast a valid vote. A member who has cast an invalid vote by post or e-mail is allowed to vote at the meeting and counts towards the quorum.

B11.7. for postal votes, the scrutineers must retain the internal envelopes (with the member's name and signature). For e-mail votes, the scrutineers must cut off and retain any part of the e-mail that includes the member's name. In each case, the scrutineers must record on this evidence of the member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.

B11.8. votes cast by post or e-mail must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and e-mail and the number of votes received which were invalid.

B11.9. the scrutineers must not disclose the result of the postal and e-mail ballots until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.

B11.10. following the final declaration of the result of the vote, the scrutineers must provide to a trustee or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of member's submitting valid e-mail votes; evidence of invalid votes; the valid votes; and the invalid votes.

Any dispute about the conduct of a postal or e-mail ballot must be referred initially to a panel set up by the Chairman in accordance with *clause 3.14 (Disputes)* with the addition of 2 persons independent of the Association. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Services.