

Friends of the No 11 (Fighter) Group Operations Rooms

CONSTITUTION

PART ONE

1. Adoption of the Constitution

1.1 The association and its property will be administered and managed in accordance with the provisions in Parts 1 and 2 of this Constitution.

2. Name

2.1. The name will be 'Friends of the No 11 (Fighter) Group Operations Rooms' hereafter referred to as 'The Friends'.

2.2. The term No 11(F) Group Operations Rooms encompasses, but is not limited to, the Battle of Britain Bunker RAF Uxbridge, the Sir Keith Park Building RAF Northolt and the Polish Collection at RAF Northolt.

3. Objective and Functions

3.1. **Charitable Objective. The objective of the Friends shall be to advance the education of the public by promoting, supporting, assisting and developing the No 11(F) Group Operations Rooms as a site of national heritage.**

3.2. **The Friends shall have the following functions:**

- The No 11(F) Group Operations Rooms are owned by the Royal Air Force and based at RAF Uxbridge and RAF Northolt. The Friends will work in close association with the Royal Air Force and the appointed Curator.
- Encourage, promote and assist in the development of The Friends, including promoting membership of The Friends.
- Engage in, support and co-ordinate research, publishing, education, advertising, curatorial work and other work for the furtherance of the No 11(F) Group Operations Rooms.
- Provide support to the preservation and development of the Battle of Britain Bunker as a site of national heritage.
- Raise funds for The Friends and in support of the preservation and development of the No 11(F) Group Operations Rooms.
- Co-operate with other bodies where there is mutual or direct benefit to the No 11(F) Group Operations Rooms

4. Application of income and property

4.1 The income and property of the charity shall be applied solely towards the promotion of the Charitable Object.

- A charity trustee is entitled to be reimbursed from the property of the charity or may pay out such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.
- A charity trustee may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, Section 73f of the **Charities Act 1992**

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

5. Benefits and Payments to Charity Trustees and Connected Persons

5.1 No charity trustee or connected person may:

- Buy or receive any goods or services from the charity on terms preferential to those applicable to members of the public;
- Sell goods, services or any interest in land to the charity;
- Be employed by or receive any remuneration from the charity;

unless the payment is permitted by clause 5.2, or authorized by the court or the Charity Commission. In this clause, a financial benefit means a benefit, direct or indirect, which is either money or has a monetary value.

5.2 A charity trustee or connected person may receive a benefit from the charity in the capacity of beneficiary of the charity provided that a majority of the Trustees do not benefit in this way.

5.3 Trustees can enter into contracts with The Friends for the provision of goods or services to The Friends (but not contracts of employment without the prior written consent of the Charity Commission) provided that:

- The maximum amount is set out in writing and is reasonable for the services provided.
- The Trustees are satisfied that the agreement is in the interests of the charity before entering into it and that the Trustee or connected person is the best source of providing those goods or services.
- The total number of Trustees entitled to such remuneration is in the minority from time to time.
- Whenever a Trustee has a personal interest in a matter to be discussed at a meeting, the Trustee must declare an interest; withdraw from that part of the meeting; not be counted in a quorum for that part of the meeting and withdraw during the vote.

5.4 A charity trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must not be more than the Bank of England bank rate.

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

5.6 A charity trustee or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

6. Dissolution

6.1 If members resolve to dissolve the Friends the Trustees will remain in office as charity trustees and be responsible for winding up the affairs of the charity in accordance with this clause.

6.2 The Trustees must collect in all the assets of the charity and must pay or make provision for all the liabilities of the charity.

6.3 The Trustees must apply any remaining property or money:

- Directly for the objects;
- By transfer to any charity or charities for purposes the same or similar to the charity;
- In such other manner as the Charity Commission for England and Wales may approve in writing.

6.4 The members may pass a resolution before or at the same time as the resolution to dissolve the charity specifying the manner in which the Trustees are to apply the remaining property or assets of the charity and the Trustees must comply with the resolution if it is consistent with sub-clause 6.3.

6.5 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to member that is itself a charity).

6.6 The Trustees must notify the Commission promptly that the Charity has been dissolved. If the Trustees are obliged to send the charity's accounts to the Commission for the accounting period which ended before its dissolution they must send the Commission the charity's final accounts.

7. Amendment of Constitution

7.1 The Friends may amend any provision contained in Part 1 of this constitution provided that:

- No amendment be made that would have the effect of making the charity cease to be a charity at law;
- No amendment may be made to alter the objects if the change would undermine or work against the previous objects of the charity;
- No amendment may be made to clauses 4 or 5 without the prior written consent of the Commission;
- Any resolution to amend a provision of Part 1 of this constitution is passed by not less than two thirds of the members present and voting at a general meeting.

7.2 Any provision contained in Part 2 of this constitution may be amended, provided that any such amendment is made by the resolution passed by a simple majority of the members present and voting at a general meeting.

7.3 A copy of any resolution amending this constitution shall be sent to the Commission within twenty-one days of it being passed.

PART TWO

8. Structure and Organisation

8.1. The Friends will be managed and administered by a committee comprising the officers and other members elected in accordance with this constitution. The officers and other members of the committee shall be the Trustees of the Charity and in this constitution are together called 'the Trustees'.

8.2. The Charity shall have the following officers:

- A Chairman – this will be the Station Commander, RAF Northolt.
- Honorary Secretary.
- Honorary Treasurer.
- Policy Advisor

In addition, the Charity shall have 2 other Trustees as a minimum as elected in accordance with this constitution.

8.3. A Trustee must be a member of the charity or the nominated representative of an organization that is a member of the charity.

8.4. No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of clause 9.7.

8.5. The number of trustees shall not be less than three but (unless otherwise determined by a resolution of the charity in general meeting) shall not be subject to any maximum.

8.6. A Trustee may not appoint anyone to act on his or her behalf at meetings of the Trustees.

8.7. The Friends shall have an appointed Patron and an appointed President, who shall hold the position until death or their resignation. Upon the death or resignation of the Patron or President, The Chairman of The Friends shall seek out a suitable replacement

8.9. The Trustees will be supported by the following members to form a wider group to support the Charity called the Friends' Committee:

- The Curator and Officer-in-Charge (OIC) of Battle of Britain Bunker; the positions shall be concurrent with the corresponding posts within RAF Northolt.
- Officer Commanding Support Wing RAF Northolt, as appointed by the Royal Air Force at the beginning of his/her respective tours, shall be the Deputy Chairman.
- A Secretary.
- A representative from the London Borough of Hillingdon, who shall be nominated by the Leader of the Council and ratified by the Committee; the position shall be held by the appointed person for three years (renewable at the invitation of the Chairman), or their resignation, or their dismissal by the Chairman with the support of a majority of Committee Members.
- Up to two Elected Members, both of whom will be elected by the Friends, and hold their post for a term of one year. There shall be no limit to the number of terms that an Elected Member can serve.
- The RAF Northolt Defence Estates Team Leader shall be co-opted as the Estates Advisor.
- The RAF Northolt Officer Commanding Force Development Squadron shall be co-opted as the Force Development Advisor.

8.10. With the agreement of the Trustees, the Chairman may co-opt other members to meet specific needs for a period of up to one year.

8.11 The Friends' Committee reports directly to the Trustees.

9. Appointment of Trustees

9.1. The Charity in general meeting shall elect the officers and the other Trustees.

9.2. Trustees may appoint any person who is willing to act as a Trustee. Subject to clause 9.6, they may also appoint Trustees to act as officers.

9.3. Each of the Trustees shall retire with effect from the conclusion of the annual general meeting next after his or her appointment but shall be eligible for re-election at that annual general meeting.

9.4. No-one may be elected a Trustee or an officer at any annual general meeting unless prior to the meeting the charity is given a notice that:

- Is signed by a member entitled to vote at the meeting;
- States the member's intention to propose the appointment of a person as a Trustee or as an officer;
- Is signed by the person who is to be proposed to show his or her willingness to be appointed.

9.5. The appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed in accordance with this constitution as the maximum number of Trustees.

9.6. The Trustees may not appoint a person to be an officer if a person has already been elected or appointed to the office and has not vacated the office.

9.7. A Trustee shall automatically cease to hold office if he or she is:

- Disqualified under section 72 of the Charities Act 1993 as amended by the Charities Act 2006 from acting as a charity Trustee;
- Ceases to be a member of the Friends;
- Incapable, whether mentally or physically, of managing his or her own affairs;
- Absent from 3 consecutive meetings of the Committee without prior notification to the Secretary;
- Resigns by written notice but only if at least 2 other Trustees remain in office.
- Removed by a resolution passed by a majority of other Trustees. Removal is not effective until the Trustee has been notified in writing of the proposal and his/her right to respond within 14 clear days, and the matter has been considered in light of any representations made.

9.7. A charity trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the charity and absence himself or herself from any discussions on the matter.

10. Elections

10.1. Elections for the two Elected Members to the Friends' Committee shall take place each year at the Annual General Meeting.

10.2. Any Friend may put him or herself forward as a candidate for election, or if nominated by others, must have indicated willingness to serve.

10.3. Each member of The Friends, excluding the Trustees, shall include in their vote the names of two members that they wish to see elected. The two members that receive the most votes shall be offered the roles of Elected Member by the Trustees.

11. Membership

11.1. There shall be various categories of membership:

- Individual, annually renewable membership shall be open to anybody invited to join or expressing interest in becoming a member, for which an annual fee will be charged.
- Lifetime membership will be available to those wishing to subscribe this way, with a one off membership fee.
- Group membership shall be open to any group invited to join, however only one member of that group at a time, appointed from within itself, shall be allowed to represent the group

within The Friends and receive the benefits of being a member of The Friends. The group must nominate its representative upon joining and must notify The Friends of a change of representative as soon as a change takes place.

11.2. All applications for membership must be received by the secretary or other appropriate member of The Friends and entered on to the Register of Members.

11.3. The Trustees may at their discretion exclude or remove membership from any person who for any reason is considered by the Trustees (on a simple majority) to have acted in a way which is injurious to the Objectives or Functions of The Friends. Any person so removed from membership will have the right to appeal to the Trustees against such exclusion or removal. In the event of removal, no subscriptions paid are returnable.

11.4. The Trustees shall, in exceptional circumstances, have the right to waive the membership fee of any individual or group. These circumstances may include, but are not exclusively:

- An individual or group providing exceptional service to The Friends or No 11(F) Group Operations Rooms.
- An individual or group making a significant donation to The Friends or No 11(F) Group Operations Rooms.

12. Subscriptions

12.1. The annual and lifetime subscriptions of the Friends shall be fixed by a vote of the Friends' Committee.

12.2. Subscriptions will be due annually as at 1 April.

13. Meetings

13.1. The Annual General Meeting (AGM) of the Friends, of which at least 21 days notice shall be given, shall be held within 6 months of the end of the financial year (31st March). All members of The Friends are entitled to attend the AGM.

13.2. The business of the AGM shall be to receive separate but coordinated activities reports from the Chairman and Curator; to receive the annual accounts from the Honorary Treasurer, appoint auditors and agree the financial plan for the coming year; to hold elections for the Trustees and the two positions of Elected Board Member; to vote on proposed additions or alterations to this Constitution; and to consider any proposal or other business of which due notice has been given.

13.3. Every issue at a General Meeting of Members, Trustees Meeting or the Friends' Committee is decided by a simple majority of the votes cast by the Friends present at the meeting except where Clause 16.2 is invoked. The Chairman has a second and casting vote where a vote is equally divided.

13.4. The Trustees may at any time, and shall within 21 days after receiving a request in writing from any 10 members, summon a Special General Meeting of which not less than 21 days notice shall be given specifying the business to be transacted.

13.5. There is a quorum at a General Meeting when the number of Friends present is at least the number of Trustees plus one in office at the start of the meeting.

13.6. The Trustees will meet at least once a year independently of the Friends' Committee; at least four Trustees must be present. Separate meetings of the Friends' Committee shall be held not less

than twice in every year. Apologies will be accepted but at least five members (of which three must be Trustees) must be able to attend for a meeting to be called.

13.7. In the absence of the Chairman the Deputy Chairman shall chair a meeting of the Friends' Committee; if neither is available the RAF Northolt Officer-in-Charge of the Battle of Britain Bunker, and then the Curator may stand in.

13.8. Records from meetings will be published by the Secretary and displayed on The Friends' noticeboard in the No 11(F) Group Operations Rooms.

14. Accountability

14.1. The Trustees must comply with the requirements of the Charities Act 1993 as amended by the Charities Act 2006 as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the Charity Commission of annual reports, annual returns and annual statement of account.

14.2. Copies will be sent to the Patron, President, and all Friends. The report and accounts will also be placed on the Friends' web-site.

15. Accounts

15.1. All funds and assets in the possession of The Friends shall be held, paid and applied as the Trustees may direct within the objectives of The Friends, and pending such directions all funds shall be held in a banking account in the name of The Friends.

15.2. Authority for monies to be paid from the account shall be signed by the Honorary Treasurer, Curator or Secretary. All documents requiring endorsement shall be adequately endorsed if signed by any one of them subject to their individual delegated authority.

16. Powers and Duties

16.1. The powers and duties of the Trustees shall encompass the general management and direction of the funds and affairs of The Friends in meeting its Objectives and delivering its functions. They will include:

- Nominating of any member to serve on another body.
- Making or varying of rules to ensure compliance with this constitution.
- Allocating of an Annual Grant to the No 11(F) Group Operations Rooms.
- Acquiring or hiring property of any kind in connection with the No 11(F) Group Operations Rooms.
- Payment of the whole or any part of the expenses of any member in the execution of any functions or duties on behalf of The Friends.
- Setting aside funds for special purposes or as reserves against future expenditure.
- Depositing or investing funds in any lawful 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).
- Ensuring adequate indemnity and public liability insurance cover for the current and past Trustees.
- Entering into contracts to provide services to The Friends.
- Paying the costs of forming and administering The Friends.
- Obtaining and paying for goods and services as are necessary for carrying out the work of The Friends.

16.2 The Chairman and Deputy Chairman shall be responsible for ensuring that The Friends operates within extant guidelines, orders and directives to ensure that public finances, Service Funds and the interests of the Royal Air Force and Ministry of Defence are protected fully. At all times, one of either the Chairman or Deputy Chairman shall exercise this responsibility on behalf of the Royal Air Force and the Ministry of Defence and will have the power to block or to insist on any proposal where this is necessary.

17. Notices

17.1. Notices to members shall be deemed sufficiently served if sent by ordinary post, email or hand delivered by an authorized member of The Friends to the address of the member registered in the records of The Friends. A technical defect in the giving of notice which The Friends or Trustees are unaware of at the time does not invalidate decisions taken at a General Meeting.

Signed on behalf of The Friends



T J O'BRIEN
Group Captain
Chairman, Friends of No 11(F) Group Operations Rooms

5 July 2012

Witness:



R WILLIS
Squadron Leader
Officer-in-Charge, Battle of Britain Bunker, RAF Uxbridge