

JANUARY 2014

# ROYAL CHARTER

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OF INCORPORATION AND RULES



Lifelong support  
for our Forces  
and their families



# Royal Charter of Incorporation and Rules

GEORGE THE FIFTH by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King, Defender of the Faith:

To all to whom these Presents shall come Greeting!

WHEREAS Lieutenant. General The Honourable Sir FREDERICK WILLIAM STOPFORD, K.C.B., K.C.M.G., K.C.V.O, has presented to Us in Our Council a Humble Petition setting forth:

That in the year 1885 a voluntary Association or Society was formed under the name of ~~the~~ Soldiers and Sailors Families Association. + That such Association or Society is now existing and is known as ~~the~~ Soldiers and Sailors and Airmen Families Association. + And Most Humbly Praying Us in Our Council to grant to the members of the said Association or Society Our Royal Charter of Incorporation for the purpose of promoting securing and extending the objects of the said Association or Society:

AND WHEREAS We have taken the said Petition into our Royal Consideration and are minded to accede thereto.

NOW, THEREFORE, KNOW YE, that We by virtue of Our Royal Prerogative and of all other powers enabling Us in that behalf, do of Our Special Grace certain knowledge and mere motion by these Presents for Us Our Heirs and Successors grant will direct ordain and declare as follows namely:-

1. The Soldiers, Sailors, Airmen and Families Association . Forces Help (hereinafter called ~~SSAFA~~) is a corporate body for all time and by such name shall have perpetual succession and a Common Seal with power to break alter or renew and make **Regulations** as to the use of the same at its discretion and by and in such name may sue and be sued in any Court or Place of Jurisdiction within the Dominions of Us Our Heirs and Successors.
2. We do also hereby for Ourselves and Our Successors license authorise and for ever hereafter enable SSAFA or any person on its behalf to acquire either directly or by any person or persons or corporation acting on its behalf any lands tenements and hereditaments or interests therein whatsoever, and to hold all or any lands which SSAFA is hereby authorised to acquire in perpetuity or on lease or otherwise and from time to time but subject to all such consents as are by law required to grant demise alienate mortgage or otherwise dispose of the same or any part thereof.
3. The **Object** for which SSAFA is established and incorporated is to relieve the need, suffering and distress of the following individuals, who in each case shall satisfy such requirements as the **Council** may from time to time specify by Regulations:
  - 3.1 members and former members of all ranks of all branches of Our Land Sea and Air Forces (~~Beneficiaries~~);
  - 3.2 any person who is dependent on a Beneficiary;
  - 3.3 any person who was dependent on a Beneficiary while that Beneficiary was alive;
  - 3.4 any person on whom a Beneficiary is dependent; and
  - 3.5 any person on whom a deceased Beneficiary was dependent.
4. Any individual who was eligible for support prior to the most recent amendment of this Our Charter continues to be eligible under **Article 3**.
5. In furtherance of the Object SSAFA shall have the following powers which may be exercised only in promoting the Object:
  - 5.1 to solicit and receive subscriptions and gifts of all kinds whether absolute or conditional for the purposes of SSAFA;

- 5.2 to accept any gift of any funds or property and to administer and execute the trusts of any gift or transfer;
  - 5.3 to borrow or raise or secure the payment of money in such manner as SSAFA shall think fit and in particular by mortgaging or charging all or any of SSAFA's property (both present and future) and to purchase redeem or pay off any such securities;
  - 5.4 to support, administer or establish other charities or other organisations;
  - 5.5 to raise funds (but not by means of **Taxable Trading**);
  - 5.6 to set aside funds for special purposes or as reserves against future expenditure;
  - 5.7 to deposit or invest its funds in any manner as may be thought fit (including, but not limited to, the establishment of trading or other subsidiaries of any kind), but only after obtaining such advice from a **Financial Expert** as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification, and to delegate the management of investments to a Financial Expert;
  - 5.8 to insure the property of SSAFA (including, for the avoidance of doubt, any property not owned by SSAFA but under its control) against any foreseeable risk and to take out other insurance policies to protect SSAFA when required;
  - 5.9 subject to Article 6, to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and remunerate any person, limited liability partnership or company rendering services to SSAFA and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of SSAFA and their dependants;
  - 5.10 to act as trustee of charitable trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
  - 5.11 to enter into any funding or other arrangement with any government or any other authority;
  - 5.12 without prejudice to any indemnity to which the person concerned may otherwise be entitled, to indemnify every **Trustee** or other officer of SSAFA (other than any person engaged by SSAFA as auditor) and to pay for **indemnity insurance** for the Trustees; and
  - 5.13 to do anything else within the law which promotes or helps to promote the Object.
6. Subject to the provisions of this Article 6, the income and property of SSAFA shall be applied solely towards the promotion of the Object and no portion thereof shall be paid or transferred directly or indirectly by way of dividends or bonus, or otherwise by way of profit, to the **Members**.
- 6.1 Subject to Articles 6.2 to 6.5 (in respect of **Trustees**), nothing herein contained shall prevent the payment to a Member in good faith of:
    - (a) reasonable and proper remuneration in return for any services actually rendered or goods supplied to SSAFA;
    - (b) reasonable rent or a hiring fee for property let or hired to SSAFA; and
    - (c) interest at a rate not exceeding five per cent per annum on money lent to SSAFA.
  - 6.2 No Trustee or a **Connected Person** may receive any payment of money or other material benefit (whether directly or indirectly) from SSAFA except:
    - (a) as mentioned in Articles 6.1(b) and 6.1(c);

- (b) reimbursement of reasonable out-of-pocket expenses actually incurred in running SSAFA;
  - (c) the benefit of indemnity insurance;
  - (d) an indemnity in respect of any liabilities properly incurred in running SSAFA (including the costs of a successful defence to criminal proceedings);
  - (e) in exceptional cases, other payments or benefits but only with the written consent of the Charity Commission for England and Wales (or such body that replaces it) in advance; and
  - (f) a Trustee or Connected Person may enter into a written contract (other than an employment contract, which must be authorised under Article 6.2(e)) with SSAFA to supply goods or services in return for a payment or other material benefit but only if:
    - (1) the goods or services are actually required by SSAFA, and the Council agrees that it is in the best interests of SSAFA to enter into such a contract;
    - (2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
    - (3) fewer than half of the Trustees are subject to such a contract in any financial year.
- 6.3 A Trustee will be deemed to be conflicted if a conflict of interest arises or may reasonably arise because he or she or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from SSAFA, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to SSAFA.
- 6.4 Subject to Article 6.5, a Trustee who is conflicted in relation to any matter must:
- (a) declare the nature and extent of his or her interest before discussion begins on the matter;
  - (b) withdraw from the meeting for that item after providing any information requested by the Council;
  - (c) not be counted in the quorum for that part of the meeting; and
  - (d) be absent during the vote and have no vote on the matter.
- 6.5 When any Trustee is conflicted, the Trustees who are not so conflicted, if they form a quorum without counting the conflicted Trustee and are satisfied that it is in the best interests of SSAFA to do so, may by resolution passed in the absence of the conflicted Trustee authorise the conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the conflicted Trustee, to:
- (a) continue to participate in discussions leading to the making of a decision and/or to vote;
  - (b) disclose to a third party information confidential to SSAFA;
  - (c) take any other action not otherwise authorised which does not involve the receipt by the conflicted Trustee or a Connected Person of any payment or material benefit from SSAFA; or
  - (d) refrain from taking any step required to remove the conflict.

- 6.6 Members who are not Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries.
7. SSAFA and its property shall be administered and managed by the **Council**, which shall consist of:
- 7.1 not less than seven nor more than twenty Trustees appointed to the Council in accordance with Article 9 or 10; and
- 7.2 the **SSAFA Officers**, being the **Chairman**, the **Vice-Chairman** and the **Honorary Treasurer**, who shall be elected by the Council and shall hold office for such terms as Council may determine and whilst so holding office shall be ex-officio Trustees.
8. The Council may invite such number of persons as it from time to time thinks fit to act as **President, Vice-Presidents** or **Patrons** of SSAFA. Such honorary officers may be invited by the Chairman to attend meetings of the Council but shall not have any vote in such meetings nor have any other authority over SSAFA.
9. Subject to Article 10, Trustees (excluding SSAFA Officers) shall be elected by the Members at their **Annual Members' Meeting** for a term of up to three years.
10. The Trustees may at any time co-opt any individual as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 7.1) as an additional Trustee, but a co-opted Trustee shall hold office only until the Annual Members Meeting following his or her appointment, at which he or she may be proposed to the Members for election in accordance with Article 9.
11. Council, or a committee of it to which authority is delegated, shall determine the individual or individuals to be proposed for election or re-election as a Trustee in accordance with Article 9.
12. A retiring Trustee may be re-elected twice by the Members so that in total a Trustee may serve for three consecutive terms. However, in exceptional cases, Council may agree to waive the limit on the number of terms a Trustee may serve when it is agreed that it is in SSAFA's best interests to do so.
13. The acts or proceedings of the Council shall not be invalidated by any vacancy in their number.
14. Subject to the provisions of this Our **Charter** all the powers of SSAFA shall be vested in and exercisable by the Council, provided always that the affairs of SSAFA shall be managed and regulated in accordance with the **Rules** set forth in the schedule hereto or with such other Rules as may for the time being be in force under or by virtue of the succeeding provisions of Article 18.
15. The Members of SSAFA are:
- 15.1 the Trustees; and
- 15.2 persons admitted as such by the Trustees in accordance with the Regulations.
16. Membership of SSAFA may be terminated by the Council where it is considered to be in the best interests of SSAFA.
17. **Members' Meetings** shall be held as follows:
- 17.1 An Annual Members Meeting shall be held once in every year at such time (not being more than eighteen calendar months after the holding of the preceding Annual Members Meeting) and at such place as may be prescribed by the Council.
- 17.2 The Council may whenever they think fit convene a Members Meeting.
- 17.3 At Members Meetings every Member of SSAFA shall have one vote (except in the case of the Chairman of the meeting who shall have a second or

casting vote in case of equality of votes) whether on a show of hands or on a poll and all votes shall be given personally.

- 17.4 Subject to the provisions of this Our Charter the Council may by Regulations determine how proceedings at MembersqMeetings shall be conducted.
18. The Council may by a resolution in that behalf passed at any meeting by not less than two-thirds of the Trustees present and voting (being a majority of the whole number of the Trustees) revoke, amend or add to the provisions of this Our Charter or any Charter supplemental thereto including any rules set forth in any Schedule to the said Charters or such other rules which may for the time being be in force and such revocation, amendment or addition shall when allowed by Us, Our Heirs or Successors in Council become effectual so that this Our Charter or any Supplemental Charter, as the case may be, shall thenceforward continue to operate as though it had been originally granted and made accordingly and that this provision should apply to this Our Charter or any Supplemental Charter as revoked, amended or added to in manner aforesaid provided that no revocation, amendment or addition shall be made which shall cause SSAFA to cease to be a charity in law.
19. It shall be lawful for the Council with the sanction of a resolution passed by two-thirds of the Trustees present and voting and confirmed at a MembersqMeeting called for the purpose to surrender this Our Charter and any Supplemental Charter subject to the sanction of Us Our Heirs or Successors and upon such terms as We or They consider fit and to wind up or otherwise deal with the affairs of SSAFA in such manner as shall be directed by such resolution or in default of such direction as the Council shall think expedient having due regard to the liabilities of SSAFA for the time being.
20. And lastly We do by these Presents for Us and Our Successors grant and declare that these Our Letters Patent shall be in all things valid and effectual in law according to the true intent and meaning thereof and shall be taken and construed and adjudged in the most favourable and beneficial sense for the best advantage of SSAFA as well in Our Courts of Record as elsewhere by all judges justices officers ministers and other subjects of Us and Our Successors any non-recital mis-recital or other omission defect or thing to the contrary notwithstanding.
21. In this Charter and the Rules annexed, unless the context indicates another meaning:
- |      |                                  |  |
|------|----------------------------------|--|
| 21.1 | <b>'Annual Members' Meetingq</b> | means an annual meeting of the Members (which is distinct from any local annual general meeting of Members);   |
| 21.2 | <b>'Beneficiary'</b>             | means a person referred to in Article 3.1;   |
| 21.3 | <b>'Chairman'</b>                | means the chairman of the Trustees;  |
| 21.4 | <b>'Charter'</b>                 | means this Charter, as it may be amended from time to time;  |
| 21.5 | <b>'Article'</b>                 | is a reference to a Article of the Charter;  |
| 21.6 | <b>'Connected Person'</b>        | means in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of Trusteesq family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trusteesq only connection is an interest consisting of no more than 1% of the voting rights; |
| 21.7 | <b>'Council'</b>                 | refers to SSAFAq Council of management, comprised of Trustees;   |
| 21.8 | <b>'Financial Expert'</b>        | means an individual, company or firm who is authorised to give investment advice under the Financial Services and  |

		Markets Act 2000 (as it may be amended, extended or re-enacted from time to time);
21.9	<b>'indemnity insurance'</b>	means insurance against personal liability incurred by any Trustee or other officer (other than any person engaged by SSAFA as auditor) for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
21.10	<b>'Members' Meeting'</b>	means a meeting to which all Members of SSAFA are invited (which is distinct from any local meeting of Members);
21.11	<b>'Honorary Treasurer'</b>	means the Honorary Treasurer of SSAFA;
21.12	<b>'Member' and 'Membership'</b>	refers to membership of SSAFA;
21.13	<b>'Object'</b>	means the object of SSAFA as set out in Article 3;
21.14	<b>'Patron'</b>	means a Patron of SSAFA (but not a person nominated as a patron of any branch or committee of SSAFA);
21.15	<b>'President'</b>	means the President of SSAFA;
21.16	<b>'Regulations'</b>	means such regulations as the Trustees may make with respect to the carrying into effect of all or any of the purposes or provisions of the Charter and Rules;
21.17	<b>'Rules'</b>	means the rules annexed to the Charter, as they may be amended from time to time, and <del>Rule</del> refers to a particular rule;
21.18	<b>'SSAFA'</b>	means the charity governed by this Charter;
21.19	<b>'SSAFA Officers'</b>	means the Trustees referred to in Article 7.2;
21.20	<b>'Taxable Trading'</b>	means carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Object, unless the income of SSAFA from that trade or business is exempt from tax by reason of any legislation from time to time in force;
21.21	<b>'Trustee'</b>	means a Trustee of SSAFA;
21.22	<b>'Vice-Chairman'</b>	means the Vice-Chairman of SSAFA;
21.23	<b>'Vice-President'</b>	means a Vice-President of SSAFA (but not a person nominated as a vice-president of any branch or committee of SSAFA);

21.24 use of the singular includes the plural and vice versa; and

21.25 use of any gender includes the other genders.

In Witness whereof We have caused these Our Letters to be made Patent.

Witness Ourselves at Westminster the twenty-sixth day of January in the year of our Lord 1926 and in the sixteenth year of Our Reign.

By Warrant under the King's Sign Manual

## Rules Attached to the Royal Charter

1. The Council shall appoint and may dismiss such staff and make appointments to such offices or employments (whether permanent, temporary or occasional) of, or in connection with SSAFA as they think fit upon such terms at such remuneration and subject to such conditions (except as by the Charter otherwise expressly provided) as they determine.
2. The Council shall hold at least one meeting in each year and any meetings of the Council may be held either in person or by telephone conference call or video conference (or such other suitable electronic means).
3. The Council shall submit to the Annual Members Meeting a report of its proceedings accompanied by a duly audited statement of accounts for the previous year.
4. The secretary of SSAFA shall, on the instructions of the President, the Chairman, the Vice-Chairman or the Honorary Treasurer, summon a meeting of the Council. The secretary shall also do so on the request in writing of not less than five Trustees.
5. There shall be a quorum of the Council when five Trustees are present at a meeting and (except where the Charter otherwise expressly provides) every matter shall be determined by the majority of the Trustees present and voting on the question. In the case of an equality of votes in a meeting, the Chairman of the Council or person acting as such Chairman shall have a second or casting vote.
6. If the Trustees do not meet in person, the Trustees may pass a resolution in writing, which may be in electronic form, but only if it is agreed by all the Trustees (other than any conflicted Trustee who has not been authorised to vote).
7. The Council may appoint from among its Trustees such committee or committees as they think necessary and (subject as by the Charter otherwise expressly provided) may co-opt as members of such committee or committees any individual who may in the opinion of the Council be desirable for the proper working of any such committee. The Council may delegate to any such committee (conditionally or unconditionally) such of their powers or functions as they may think fit and the proceedings and powers of committees established by the Council shall be governed by such rules as the Council may from time to time prescribe, provided that no such committee shall be quorate unless at least one Trustee is present and no resolution of any committee shall be passed unless the Trustee present or, if more than one are present, the majority of the Trustees present vote in favour of the resolution.
8. The Council may also by Regulations provide for the formation of local committees to deal with any part of the work of SSAFA or any particular question arising thereout (the members of which committees need not be Trustees or Members) and may in like manner regulate the functions of those committees. Any committee so appointed may in turn (subject to the terms of the delegation to the appointing committee) appoint a sub-committee which may include persons who are not members of the appointing committee.
9. One calendar month's notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which notice is given) specifying the place the day and the hour of any Members Meeting of SSAFA shall be given in manner hereinafter prescribed to each local committee but the non-receipt of the notice by any such committee shall not invalidate the proceedings at any Members Meeting of SSAFA and a notice containing the like particulars shall be given on SSAFA's website not less than one nor more than three weeks before the date fixed for the Members Meeting in question. Save as aforesaid it shall not be necessary to give any notice of any Members Meeting of SSAFA.
10. A notice may be given by SSAFA to any local committee by sending it by post addressed to the Secretary thereof to the address if any supplied to SSAFA for the giving of notices to such local committee and service of such notice shall be deemed

to be effected (notwithstanding any vacancy of office) by properly addressing prepaying and posting a letter containing the notice and to have been effected at the time at which the letter would be delivered in the ordinary course of post. Provided always that the non-receipt of the notice by any local committee shall not invalidate the proceedings of any MembersqMeeting.

11. No business shall be transacted at any MembersqMeeting of SSAFA unless a quorum of Members is present at the time when the meeting proceeds to business. Eighty Members personally present shall be a quorum.
12. The Central Office of SSAFA shall be at such place as may from time to time be determined by the Council.
13. The Council subject to the provisions of the Charter and of the Rules for the time being in force may make Regulations with respect to the carrying into effect of all or any of the purposes or provisions of the Charter.
14. Any of these rules may from time to time be altered, added to or repealed as provided by the Charter.