The British Red Cross Society

and

Anguilla Red Cross

Charter of Association

Dated the \_\_\_of\_\_\_\_2022

Between

THE BRITISH RED CROSS SOCIETY, incorporated by Royal Charter 1908, registered as a charity in England and Wales (220949) and Scotland (SC037738) (“the Society”) (1) and the Anguilla Red Cross established in Anguilla (“ARC”) (2).

Preamble

*Recalling* the mission of the International Red Cross and Red Crescent Movement “to prevent and alleviate human suffering wherever it may be found, to protect life and health, and ensure respect for the human being, in particular in times of armed conflict and other emergencies, to work for the prevention of disease and for the promotion of health and social welfare, to encourage voluntary service and a constant readiness to give help by the members of the Movement, and a universal sense of solidarity towards all those in need of its protection and assistance*”*,

*Recalling* that in pursuance of this mission, the Objects for which the British Red Cross has been established are “to provide assistance to victims of armed conflicts” and “to work for the improvement of health, for the prevention of disease and for the prevention and alleviation of human suffering in the British islands and throughout the world”,

*Considering* that Article 5.22 of the Society’s Royal Charter provides the British Red Cross with the power to establish Overseas Branches as separate legal entities in accordance with the relevant local law and to enter into and terminate agreements with such organisations as the Society’s Board of Trustees may think fit and to take such steps as may be necessary to terminate such arrangements,

*Recognising* that Article 2.9 of the Society’s Royal Charter defines “Overseas Branches” as "the branches of the Society established by the Board of Trustees from time to time in British Overseas Territories. Such Overseas Branches may be established as separate legal entities in accordance with the relevant local law, but shall be part of the Society for the purposes of the Movement";

*Noting with appreciation* that the Anguilla Red Cross was established on 22nd July 1997

*Also noting* that the Anguilla Red Cross has its own constitution dated 22nd July 1997];

*Reaffirming* that the Anguilla Red Cross has been established to carry out the objects and purposes contained within its governing documents, not incorporate as yet

*Recalling* that on 22nd July 1997, the Society’s Board of Trustees resolved by a Resolution to recognise Anguilla Red Cross as the Society’s Overseas Branch in Anguilla, in accordance with the Society’s Royal Charter and upon the terms of this Charter of Association for the purpose of promoting and furthering the Society’s and the Anguilla Red Cross’ Objects in the territory,

*Recognising* the need to foster a collaborative spirit in which both the Society and the Anguilla Red Cross values and respects the contributions of the other as partners in a common humanitarian mission, and the need to promote a shared sense of identity, of solidarity, of mutual trust and of shared responsibility,

Towards this end, the Society and the ARC *have resolved* to combine their efforts to accomplish their respective objects and have accordingly agreed to the present Charter of Association.

NOW IT IS HEREBY agreed as follows:

1. Definitions

Except where the context otherwise requires in this Charter of Association:

|  |  |  |
| --- | --- | --- |
|  | “the Governing Board ”. | means the governing body of the ARC; |
|  | “the Board of Trustees” | means the Board of Trustees of the British Red Cross; |
|  | “the Emblem” | means the Red Cross Emblem authorised by the Secretary of State for use by the Society under the Geneva Conventions Act 1957, as amended from time to time; |
|  | “Fundamental Principles” | means the Fundamental Principles of the Movement as set out in Annex 1 to this Charter and as may from time to time be varied by the International Conference of the Red Cross and Red Crescent, as promulgated by the Society’s Board of Trustees; |
|  | “the Members” | means those individuals who became members of the ARC, in accordance with the provisions of the Constitution of the ARC, as amended |
|  | “the Minimum Standards” | means the Minimum Standards set out in Annex 2 and amended from time to time in accordance with its terms. |
|  | “the Movement” | means the International Red Cross and Red Crescent Movement; |
|  | “the Names” | means the designations “The British Red Cross Society”, or “BRCS” or "*Red Cross*" or similar; |
|  | “the Royal Charter” | means the Supplemental Royal Charter of the Society dated 17 July 2003, as amended from time to time; |
|  | “the Society” | means The British Red Cross Society; |
|  | “the Society’s Overseas Branches Managing Director” or “the Managing Director” | means the person appointed by the Society from time to time, through whom the Society manages the Overseas Branch’s day-to-day activities conducted on behalf of the Society; |
|  | “the Society’s Objects” | means the Objects for which the Society is established as set out in Article 4 of the Royal Charter; |
|  | “the Standing Orders” | means the Society’s Standing Orders as adopted by the Board of Trustees on 13 December 2017, and as amended from time to time; |
|  | “the Statutes of the Movement” | means the Statutes of the International Red Cross and Red Crescent Movement as adopted by the 25th International Conference of the Red Cross in October 1986 and as amended from time to time by the International Conference of the Red Cross and Red Crescent; |
|  | “the Territory” | means Anguilla; |
|  | “the ARC Director” or “the Branch Director” | means the Director of the Anguilla Red Cross; |

1. ARC Undertakings
   1. The ARC shall act at all times in accordance with the following:

2.1.1. the Fundamental Principles;

2.1.2. the Statutes of the Movement;

2.1.3. the Royal Charter

2.1.4. the Society’s International Statutory Commitments as defined in Standing Order 1.10 of the Society’s Standing Orders;

2.1.5. the recognised practices of the Movement;

2.1.6. such directions as the Board of Trustees shall from time to time prescribe;

2.1.7. the international policy of the Society as it is laid down from time to time;

2.1.8. decisions made by the Society’s Managing Director on behalf of the Society, including the Minimum Standards;

2.1.9. all relevant national and international laws.

2.2 The ARC will not alter, add to or otherwise amend its constitution without the prior written approval of the Board of Trustees.

2.3 The ARC undertakes that it shall use its best endeavours to ensure full compliance with all legal requirements and full accountability to groups such as service users, volunteers, staff, donors and the general public.

2.4 The ARC undertakes that it will maintain adequate controls, policies and procedures to ensure that proper accounting records are kept.

2.5 The ARC, being responsible for safeguarding its assets, undertakes to take reasonable steps for the prevention and detection of fraud and other irregularities.

2.6 The ARC undertakes that it will not bring the Names or Emblem into disrepute in any way whatsoever.

2.7 The ARC undertakes that it will make use of the Names and Emblem only by such means as:-

2.7.1. will not damage or conflict with the good name and reputation of the Society;

2.7.2. will not give rise to reasonable objection by the Society;

2.7.3. are consistent with and which further and promote the charitable purposes of the Society;

2.7.4. are in conformity with the authorisation to use the Names and Emblem.

2.8 Fundraising

2.8.1 The ARC will respect the principles, policies and regulations of the Movement and of the Society in raising funds to support activities of other Movement organisations. It recognises that any resourcing of other Movement organisations will be coordinated through the Society, to ensure funding arrangements meet the above-mentioned requirements.

2.8.2 The ARC undertakes to notify the Managing Director 48 hours before resourcing any organisation outside of the Movement. In line with the other provisions mentioned in Clause 2, such decisions on resourcing must take into account and reflect, amongst other things, the Fundamental Principles and uphold the good name and reputation of the Society, the ARC and the Movement as a whole.

2.9 The ARC undertakes that it will use all reasonable endeavours to ensure that each member of its governing body has the following attributes:-

2.9.1. a commitment to the Fundamental Principles, the Society and the Society’s Objects, values and equality and diversity policy;

2.9.2. a commitment to the ARC’s objects and its policies;

2.9.3. an appreciation of the Movement;

2.9.4. an appreciation of the Society's activities;

2.9.5. a willingness to devote the necessary time and effort; including regular attendance at meetings of the ARC;

2.9.6. integrity.

1. Authorisation

3.1 In consideration of the undertakings given by the ARC in this Charter, the Society hereby authorises the ARC to use the Names and Emblem in the Territory on the terms of this Charter and subject to relevant local legislation, provided that such use conforms to the relevant international and national legislation, the regulations governing the use of the Names and Emblem currently in force as well as any further official guidance and approved practice issued by the Society on this subject. In addition, such use must not impose or create any liability on the Society.

3.2 For the avoidance of doubt, the authorisation shall not inhibit the right of the Society itself to use the Names and the Emblem and in such ways as it shall from time to time think fit subject to the relevant legislation, regulations and guidance whether in the Territory or beyond.

3.3 The ARC will at the request of the Society give full co-operation to the Society in any action, claim or proceedings brought or threatened in respect of the Names and the Emblem and will itself take such steps which are within its powers to protect the Names and the Emblem.

4. The Society’s Undertakings

* 1. The Managing Director shall, upon reasonable request by the ARC, provide the ARC with advice and support on matters relating to the effective implementation of this Charter and of its obligations hereunder.
  2. The Managing Director shall, upon reasonable request by the ARC, provide the ARC with advice and support in developing its activities.

4.3 The Managing Director shall consider suggestions from the ARC regarding any policies or matters relevant to the ARC’s work.

4.4 Staff and Members of the ARC shall be generally recognised as Members of the Society, with the following specific entitlements: -

4.4.1. to use the Society's uniforms and badges; and

4.4.2. to participate in the Society's awards.

4.5 The Society shall not require the ARC to act in a way contrary to this Charter of Association or the laws of Anguilla.

5. Reporting

5.1 The Branch Director, acting on behalf of the Governing Board, shall send to the Society, by the date…" Committee shall send to the Society, by the date set within the Minimum Standards, its approved plan and budget for that year. This will include details of projects and of the ARC’s overall activities.

5.2 The ARC shall send to the Society, by the date set within the Minimum Standards, a copy of its audited accounts. These shall be accompanied by a copy of its narrative and financial reports by the dates set within the Minimum Standards.

5.3 To assist both parties in the fulfilment of their obligations under this Charter of Association, the ARC shall, upon reasonable request by the Society’s Managing Director, report additionally on operational matters to the Society.

6. Relations

6.1 The Society shall be responsible for relations with the British Government in London; with other individuals or organisations in the United Kingdom; with other components of the Movement; and with Governments, individuals and organisations outside the Territory. However, the Society encourages the ARC to have direct contacts with components of the Movement or their representatives in the Territory or region; or the Society's own Branches or with other individuals or organisations outside the territory, subject to specified parameters (such as the provisions contained in Clause 2.8 of this Charter of Association) and to keeping the Society informed of such contacts.

6.2 The ARC shall be responsible for relations with the Governor of the Territory and other authorities of the Territory but will keep the Society informed of such contacts at regular intervals. The Society may approach the Governor of the Territory or other authorities in the Territory and in normal circumstances will consult with the ARC before doing so.

7. Mediation

In the event of any disagreement or dispute between the ARC and the Society, the parties shall first endeavour to resolve it through discussion and mediation using, if appropriate, the offices of a mediator in accordance with appropriate procedures established by a body recognised by both parties for its role in facilitating mediation such as the Centre for Effective Dispute Resolution in London.

8. Interim Measures

In the event of a breach of this Charter of Association, or of a continuing disagreement between the parties, the Board of Trustees may serve notice in writing taking one or more of the following actions:-

8.1 Request an explanation within a specified time period;

8.2 Suspend the operation of Clauses 3 and/or 4 of this Charter of Association;

8.3 Require any or all members of the Governing Board of the ARC to resign and that any new members be appointed with the Board of Trustees' prior written approval;

8.4 Require that the governance [or “administration”] of the ARC should be temporarily transferred to the Managing Director, who will consult with relevant Society colleagues as appropriate.

8.5 Withhold the Society’s funds from the ARC;

8.6 Any other lawful measures which are reasonable in the circumstances.

9. Termination

9.1 The following breaches shall entitle the Society forthwith to terminate this Charter of Association:

9.1.1. failure on the part of the ARC, without reasonable excuse, to perform any of its obligations under this Charter of Association;

9.1.2. the voluntary or compulsory liquidation of the ARC.

9.2 This Charter of Association may be terminated by the Society on not less than 6 months’ notice in writing to expire at any time.

9.3 This Charter of Association may be terminated by the ARC on not less than 6 months’ notice in writing to expire at any time.

9.4 Such termination shall be without prejudice to any right or remedy of either party against the other subsisting at the time of termination.

9.5 In the event of termination the ARC shall cease to use the Names and Emblem; its Volunteers and staff shall cease to be Volunteers and staff of the Society, and the ARC shall cease to be part of the Movement. In these circumstances the Society shall have the right to make such arrangements for carrying out the work of the Society in the Territory as the Society shall think fit.

10. Miscellaneous

10.1 This Charter shall be governed by the laws of England and Wales and, subject to Clause 7, the parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

10.2 The parties are not partners or joint venturers nor is the ARC entitled to act as the agent of the Society nor shall the Society be liable in respect of any representation, act or omission of the ARC of whatsoever nature.

10.3 This Charter of Association may be amended by written agreement between the parties.

10.3.1 For the purposes of the ARC, this will take the form of a special resolution, which is a resolution that has been passed by two-thirds of those present and voting at a duly convened General Meeting of the ARC of which 21 clear days’ notice was given (i.e. exclusive of the date upon which the notice was dispatched and the date of the meeting). The said resolution, duly certified by a member of the Board of Governors, must be sent in writing to the Managing Director.

10.3.2 The Board of Trustees will consult relevant staff, volunteers and/or others as appropriate, as soon as possible (keeping the ARC informed of progress) until a decision has been made and, if appropriate, a document amending the Charter of Association has been signed.

* 1. Any notice to be served on either of the parties by the other shall be sent by e-mail (the Society – [insert e-mail address here]) (the ARC – Chair@redcross.ai]), or courier/registered post (the Society – [insert address here]) (the ARC – [insert address here]) and should be deemed to have been received by the addressee within 24 hours if sent by e-mail, or within 14 working days of despatch/posting if by courier/registered post.
  2. In line with the Society’s anti-fraud and corruption policy, the Society reserves the right to require the removal from responsibilities of any employee, member of the Board of Governors or Volunteer of the ARC reasonably suspected of being associated with, or engaged in, fraudulent or corrupt activity, or similar.

Signed by

Name

Chair of Board of Trustees

# For and on behalf of

THE BRITISH RED CROSS SOCIETY

Dated:

Signed by

Name

Chair

ANGUILLA RED CROSS

Dated:

**Annex 1**

**The Fundamental Principles of the International Red Cross**

**and Red Crescent Movement.**

**HUMANITY**

The International Red Cross and Red Crescent Movement, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, co-operation and lasting peace amongst all peoples.

**IMPARTIALITY**

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

**NEUTRALITY**

In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

**INDEPENDENCE**

The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

**VOLUNTARY SERVICE**

It is a voluntary relief movement not prompted in any manner by desire for gain.

**UNITY**

There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

**UNIVERSALITY**

The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

ANNEX 2

Minimum Standards

Dated the xx day of xx 2023

**BACKGROUND**

1. As part of its obligations under Clause 2 of the Charter of Association, the ARC is required to act at all times in accordance with, *inter alia*, the “decisions made by the Society’s Managing Director on behalf of the Society, including the Minimum Standards” (Clause 2.1.7 of the Charter of Association).
2. These Minimum Standards were created pursuant to Clause 2.1.7 of the Charter of Association, and they may be amended by a decision of the Managing Director or the Board of Trustees. The Minimum Standards are the actions necessary for the ARC to fulfil (1) its principal legal obligations and responsibilities arising from its position as a part of the British Red Cross and (2) the requirements of a well-functioning organisation.

These Minimum Standards are set out below:

**GOVERNANCE**

1. The OSB complies with all requirements under local (charity) legislation, eg filing accounts by a specified date and paying all taxes when due
2. The OSB holds an AGM each year and the AGM minutes are shared with BRC
3. The OSB Board ensures that accurate minutes of Board meetings are kept, including any Board decisions, and Board meeting minutes are shared with BRC
4. All branches produce an annual plan (and corresponding budget – see Finance section below), shared with BRC
5. All branches share quarterly narrative reports against plans and quarterly finance reports against branch budget with BRC
6. The OSB adheres to its Constitution, including with respect to turnover of Board members
7. All branches have a Rule Book in place setting out the internal governance arrangements, which is updated and approved by the Board at least every 5 years
8. All branches have a strategic plan in place, signed off by the Board and shared with BRC, and Boards monitor implementation of the strategy

**INSURANCE**

1. The OSB has public liability insurance cover and details are shared with BRC
2. The OSB has appropriate medical insurance arrangements in place for all staff/volunteers travelling overseas on official business
3. The OSB has buildings insurance for its property
4. The OSB provides basic accident insurance cover for volunteers while on duty in the territory

**FINANCE**

1. All key finance policies are in place, which are reviewed at least every 5 years, and have been signed off by the Branch Board and BRC. These include the Anti-Fraud, Bribery and Corruption Policy and reporting procedure
2. Branch accounts are externally audited on an annual basis and shared with BRC
3. A Chart of Authority is in place for all branches; agreed with BRC and signed off by the Branch Board\*
4. All branch bank accounts are:
   1. held in the name of the organisation
   2. recorded on a branch bank register that is regularly maintained
   3. kept up to date, so staff or Board members who have left the organisation are removed as signatories when they leave
   4. Reconciled on a monthly basis
5. All branches have an annual budget in place (for all income and expenditure) which is signed off by the Branch Board. Variance analysis on the Branch budget must be carried out monthly by the Director, and communicated to Board regularly for review
6. For the purposes of BRC’s consolidated audit, all branches provide the following at mid-year and end of year: balance sheet, profit and loss statement, trial balance, bank statements and bank reconciliations
7. All branch staff have a valid signed contracts and accurate payroll records are maintained\*
8. Payments Control - all branches have a system to regulate the receipt of supplier invoices and their timely payment
9. Income Control - all branches have a system to regulate the effective billing and reconciliation of all income generating activities
10. All key finance policies are in place, which are reviewed at least every 5 years, and have been signed off by the Branch Board and BRC. These include
    1. Reserves Policy
    2. Capitalisation and Depreciation Policy
11. Each Branch has a Branch Finance Handbook (or equivalent), containing all finance processes (including procurement) and how finance duties will be segregated, in place and signed off by the Branch Board and BRC
12. Each branch maintains an up-to-date fixed asset register
13. All branches monitor and regularly plan their cash-flow (at least quarterly)
14. All branches perform stock counts and reconciliations every 6 months

**OPERATIONAL**

1. All staff and volunteers have signed a Code of Conduct which has been agreed with BRC and signed off by the Board
2. All Branches are able to meet the commitments in their MoU with government on their role in disaster response, including maintaining relief stocks at the agreed level and managing them appropriately.
3. The OSB has a safeguarding policy and reporting procedures in place and ensures all staff and volunteers have received appropriate training
4. All staff and volunteers, including new Board members, receive an appropriate induction.
5. Performance management arrangements are in place for all staff, including the Director. This includes the setting of annual objectives, regular monitoring of performance and documentation of any concerns, and an annual appraisal.