



# **CONSTITUTION**

**FOR**

**THE KENT LOCAL MEDICAL COMMITTEE**

**DATED** 1<sup>st</sup> April 2023

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## **1. Definitions**

### **1.1 In this Constitution:**

The 2006 Act	means the National Health Service Act 2006
The 2012 Act	means the Health and Social Care Act 2012
ICB	means Integrated Care Board or such successor organisation to which its functions have been properly transferred
Committee	means the Kent Local Medical Committee
Constituent	means a Practitioner on the Performers List who falls within section 97(2) or section 97(3) of the Act and holds a Contract for the provision of GMS, PMS or APMS services in Kent and Medway ICB area or is employed by a GP Practice in Kent and Medway or provides as a general practitioner locum or other services in Kent and Medway and is not a constituent of any other LMC. For the purposes of this Constitution, constituents are divided into Type A Constituents and Type B Constituents and "Constituent" and "Constituents" shall be construed accordingly
Director of Operations	means the person appointed in accordance with clause 9 of this Constitution who amongst other roles acts as a clerk to the Committee.

Executive Members	means the four Members elected to be on the Executive Sub-Committee in accordance with clause 10.1.1
HaCP	means the Health and Care Partnership referred to in Schedule 1 Part 1.
LCC	means a Local Constituency Committee as described in clause 6.1
Medical Director	Means an executive officer appointed in accordance with clause 9 of this Constitution who is: <ul style="list-style-type: none"> <li>(i) a General Medical Practitioner;</li> <li>(ii) on the Performers List; and</li> <li>(iii) practising in Kent and Medway ICB area</li> </ul>
Member	means a Constituent who is elected by other Constituents or appointed by the Committee to be a member of the Committee or a GP Registrar co-opted in accordance with clause 8.11 or such other member co-opted in accordance with clause 8.12
Objects	means the objects of the Committee as set out in clause 4.1
Ophthalmic Medical Practitioner	A medical practitioner on the ophthalmic list of NHS England

Performers List	means a list of medical practitioners maintained by NHS England pursuant to the National Health Service (Performers Lists) (England) Regulations 2013
Practitioner	means a registered general medical practitioner or a registered ophthalmic medical practitioner appearing on the Performers List
Returning Officer	means a person or his deputy duly appointed to conduct an election in accordance with clause 8.3
Sub-Committee	means a sub-committee of the Committee as described in clause 6 of this Constitution
Trustees	means the trustees appointed to hold the Committee's investments and property in accordance with clause 14
Type A Constituent	means a Constituent who is party to a contract for the provision of primary medical services or primary ophthalmic services pursuant to section 83(2), section 84, section 92 or section 117 of the 2006 Act
Type B Constituent	means a Constituent who is employed by a medical practice holding a contract with NHS England for provision of primary medical services or primary ophthalmic services in Kent and Medway pursuant to section 83(2), section

84, section 93 or section 117 of the 2006 Act, to perform primary medical services or primary ophthalmic services. Where a person is both a Type A and a Type B Constituent he shall for the purposes of this Constitution be treated as a Type A Constituent.

## **2. Interpretation**

- 2.1. Words denoting any gender include all genders and words denoting the singular include the plural and vice-versa.
- 2.2. Reference to any person may include a reference to any firm, company or corporation.
- 2.3. Reference to "day" "week" "month" or "year" means a calendar day week month or year as appropriate and reference to a working day means any day except Saturday, Sunday and any Bank Holiday (defined as such in the Banking and Financial Dealings Act 1971 together with Christmas Day and Good Friday).
- 2.4. The headings in this Constitution are inserted for convenience only and do not affect the construction or interpretation of the provisions.
- 2.5. Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated (whether before or after the date of this Constitution) and all Statutory Instruments or Orders made pursuant to it.
- 2.6. Any obligation in this Constitution on a person not to do something includes an obligation not to agree or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

### **3. Name and Address**

- 3.1. The name of the unincorporated association to which this Constitution relates is the Kent Local Medical Committee (called in this document “the Committee”).
- 3.2. The address of the Committee is 8 Roebuck Business Park, Ashford Road, Harrietsham, Kent, ME17 1AB.

### **4. Objects and Scope**

- 4.1. The Objects of the Committee are:
- 4.1.1. to represent and serve the interests of its Constituents in accordance with Section 97 of the Act; and
  - 4.1.2. to provide personal and professional support to individual Constituents.
- 4.2. The Committee is recognised by NHS England pursuant to section 97 of the 2006 Act as amended by the 2012 Act and if any term in this Constitution is in conflict with the 2006 Act or the 2012 Act, any regulations made pursuant thereto or any other legislative provision, then the term in question shall be treated as having no effect in so far as it is in conflict with such legislative or regulatory provision.

### **5. Powers and Duties of the Committee**

- 5.1. The Committee has the following powers which may be exercised in promoting the Objects:
- 5.1.1. to promote or carry out research;
  - 5.1.2. to provide advice to Constituents;

- 5.1.3. to publish or distribute information;
- 5.1.4. to cooperate with other bodies and in particular to:
  - 5.1.4.1. engage in consultations with NHS England, the ICB and the HaCPs (as listed in Schedule 1 Part 1) in accordance with section 97 (6) of the 2006 Act;
- 5.1.5. to raise funds, and in particular to:
  - 5.1.5.1. collect a statutory levy from its Constituents for the purposes of meeting its administrative expenses in accordance with section 97(9) of the 2006 Act; and
  - 5.1.5.2. collect a voluntary levy from its Constituents for the purposes of:
    - 5.1.5.2.1. contributing to the General Practitioners' Defence Fund;
    - 5.1.5.2.2. contributing to charitable causes in accordance with the Objects;
    - 5.1.5.2.3. funding medico-political work in accordance with the Objects; and
    - 5.1.5.2.4. meeting such other expenses as the Committee shall deem appropriate in accordance with the Objects;
- 5.1.6. to borrow money and give security for loans;
- 5.1.7. to acquire and hire property;
- 5.1.8. to let and dispose of property;
- 5.1.9. to make grants and loans of money and to give guarantees;
- 5.1.10. to set aside funds for special purposes or as reserves against future expenditure;



- 5.1.11. to deposit and invest funds in any lawful manner on the basis of advice from a financial expert and having due regard to the suitability of investments and the need for diversification;
- 5.1.12. to delegate the management of investments to a financial expert;
- 5.1.13. to insure the Committee's property against any foreseeable risk and to take out other insurance policies to protect the Committee as required;
- 5.1.14. to insure the Members, Trustees and officers or employees of the Committee against the costs of defending a criminal prosecution brought against them or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty (unless the Member, Trustee or officer or employee concerned knew that, or was reckless as to whether, the act or omission was a breach of trust or breach of duty);
- 5.1.15. to employ paid or unpaid agents, staff or advisers;
- 5.1.16. to enter into contracts to provide services to or on behalf of other bodies;
- 5.1.17. to appoint officers and Sub-Committees and to delegate any Committee functions to such Sub-Committees or officers;
- 5.1.18. to make standing orders consistent with this Constitution to govern proceedings at meetings;
- 5.1.19. to make rules consistent with this Constitution about the Committee and Sub-Committees;
- 5.1.20. to make regulations consistent with this Constitution about running of the Committee (including the operation of bank accounts and commitment of funds);

- 5.1.21. to resolve or establish procedures to assist with the resolution of disputes within the Committee;
- 5.1.22. to establish and operate to the extent permitted by law, including the employment of such staff as may reasonably and appropriately be required from time to time, and not within conflict of the statutory Local Medical Committee requirements set out in section 97 of the 2006 Act a share company being a wholly owned subsidiary of the Committee for the purposes, inter alia, of promoting and without limitation organising commercial events, whether for profit or otherwise, that accord with and supplement the Objects set out in this clause 5; and
- 5.1.23. to do anything else within the law in promotion of the Objects.

## **6. Committee Membership**

- 6.1. The Committee shall consist of Local Constituency Committees (“LCCs”) as stated in Schedule 1 Part 3 which shall each represent their HaCP areas.
- 6.2. Each LCC shall have a number of Members who are Type A Constituents and a number of Members who are Type B Constituents to be determined from time to time with reference to the population of the HaCP area, as set out in Schedule 1 Part 2.
- 6.3. Each LCC shall be a Sub-Committee of the Committee and each LCC Member shall also be a Member of the Committee.
- 6.4. The Regional GPC representative and GPC members who are constituents from Kent are entitled to be ex-officio members of the LMC.

## **7. Reserved**

## **8. Elections**

- 8.1 The Committee shall appoint a Returning Officer (who may be the Director of Operations) to conduct the election of Members to each LCC. The Returning Officer shall not be a Constituent and shall appoint a deputy (who shall also not be a Constituent) to act in the event of the Returning Officer's absence or inability to act. The Committee shall reimburse all reasonable expenses of the Returning Officer or his deputy as the case may be in conducting the election including any fee for his services agreed in advance by the Committee.
- 8.2 Members shall be elected or appointed for a three-year term (apart from GP Registrar Members who shall hold office for 12 months in accordance with clause 8.11.1). Members may be re-elected for further terms provided that they remain Constituents.
- 8.3 The Returning Officer shall send a notice of the election to each Constituent in each HaCP area. Such notice shall invite nominations and specify the last day for receipt of such nominations. The date for receipt of nominations shall be not less than seven clear days from the date of service of the notice.
- 8.4 Each Constituent may nominate Members, stand for election as a Member and vote:
- 8.4.1 in one HaCP and in respect of one LCC only. Where a Member works in more than one HaCP area they shall nominate the LCC in which they wish to participate on the basis of the HaCP area in which they predominantly work; and
  - 8.4.2 as either a Type A Constituent or as a Type B Constituent.
- 8.5 Nominations shall be either in writing or electronically and shall be supported by three Constituents other than the nominee, with at least one

from outside of their own practice. Nominations must be accompanied by a statement signed by the nominee indicating his consent:

8.5.1 to being nominated; and

8.5.2 to accepting office if duly elected.

8.6 If the number of nominations in each category of Practitioner is less than or equal to the number of vacancies for the relevant category in respect of any LCC the Returning Officer shall declare those candidates duly elected. If the number of nominations in each category exceeds the number of vacancies in the relevant category in respect of any LCC there shall be a ballot in accordance with the following provisions.

8.7 Where a ballot is required, each Constituent shall be entitled to cast a number of votes equal to the number of vacancies for Members in the category of Practitioner of which they are deemed to be part for the LCC in their HaCP Area but may not cast more than one vote for any one candidate. The Returning Officer shall arrange the ballot, which may be conducted electronically in a form agreed by the Committee, open to each Constituent eligible to vote and the ballot shall be closed not later than 12 noon on the date specified, such date to be not less than seven clear days from the date of service of the ballot. The Returning Officer shall prepare a list of candidates in descending order according to the number of votes received. If any two or more candidates receive an equal number of votes the Returning Officer shall decide by lot which candidate shall be placed higher than the other or others on the list. The Returning Officer shall declare elected such number of candidates highest on the list as will fill the vacancies and shall give notice in writing of the result to each of the candidates.

- 8.8 Any questions as to the validity of any nomination or ballot or any other matter relating to the election shall be determined by the Returning Officer.

### **Appointments**

- 8.9 If after the above process there are unfilled vacancies then the Committee shall appoint one or more Constituents from the relevant HaCP Area and from the relevant category of Practitioner to fill such vacancies and the Members so appointed shall be deemed to be elected members of the Committee.
- 8.10 The Committee shall seek to include as Members at least one ophthalmic medical practitioner and the Kent General Practitioner Committee representative. Such persons may be appointed by the Committee if not duly elected and shall if so appointed be deemed to be elected members of the Committee.
- 8.11 The Committee may co-opt up to two GP Registrars elected in conjunction with Health Education England Kent, Surrey and Sussex who shall:
- 8.11.1 hold office for a term of 12 months;
  - 8.11.2 be entitled to vote at meetings of the Committee in accordance with the processes of clause 11.12 and
  - 8.11.3 shall be counted as elected members for the purposes of the quorum provisions in clauses 11.6 and 11.13.
- 8.12 The Committee may co-opt such other Members and on such terms as it may from time to time determine.

### **Observers**

- 8.13 The Committee shall invite representatives from the following bodies to attend all or part of Committee meetings as observers:

- 8.13.1 Local Pharmaceutical Committee;
- 8.13.2 Local Dental Committee;
- 8.13.3 Local Ophthalmic Committee;
- 8.13.4 such other bodies or persons as the Committee shall from time to time determine.

### **Suspension, Disqualification and Vacancies**

- 8.14 A Member shall be suspended from the Committee during any period of suspension from the Performers List or suspension by the General Medical Council.
- 8.15 A Member who ceases to practice predominantly in the HaCP Area for which they were elected or appointed shall vacate their seat on the relevant LCC and on the Committee and a vacancy shall be deemed to have occurred.
- 8.16 Where a Member of the Committee has been absent from two consecutive meetings of the Committee or any Sub-Committee to which they have been appointed, the Committee may, unless satisfied that the absence is due to illness or some other reasonable cause, declare that their seat on the Committee has been vacated and a vacancy shall be deemed to have occurred.
- 8.17 A Member may at any time resign their position on the Committee and any Sub-Committee by serving notice signed by them on the Director of Operations.
- 8.18 If a Member changes status from a Type B Constituent to a Type A Constituent or vice versa within eighteen months of their election they shall cease to be a Member and a vacancy shall be deemed to have occurred. If

the Member changes status after that time, he shall continue in office for the remainder of his term.

8.19 Notwithstanding the above provisions, a Member shall be disqualified from the Committee, their LCC and any Sub-Committee of which they are a Member and a vacancy shall be deemed to have occurred if they:

8.19.1 ceases to be a Practitioner;

8.19.2 are removed from the Medical Register maintained by the General Medical Council;

8.19.3 have their name removed from the Performers List;

8.19.4 i) are a Type A constituent and ceases to work predominantly in the HaCP Area for the LCC to which they were elected;  
ii) is a Type B and ceases to work predominantly in the HaCP Area to which they were elected. The Chair may exercise discretion should the representative remain within their nominated HaCPs Wider Geographical Boundary, i.e. North, East or West Kent (Schedule 1, Part 5).

8.19.5 falls within section 97(3) of the Act and informs NHS England that they no longer wishes to be represented by the Committee;

8.19.6 fails to pay any current levies due to the Committee together with any outstanding arrears within one month of being requested by the Committee to do so; or

8.19.7 fails to disclose an interest as required by clause 12.1.

8.20 Whereby reason of death, resignation or disqualification of a Member a vacancy occurs or is deemed to have occurred, the Committee may appoint a Constituent from the same HaCP area and from the same category of Practitioner as the departing Member to fill such vacancy. The Member so

appointed shall hold office for the remainder of the term of the Member in whose place they have been appointed.

## **9. Officers**

- 9.1 The Committee shall appoint as executive officers one or more Medical Directors and a Director of Operations to the Committee and such other executive officers as it shall from time to time determine. Such appointments shall be for an indefinite term or such term as may be determined by the Committee and shall be subject to a service contract between the officer in question and the Committee.
- 9.2 The Committee shall appoint a Chair who shall serve as such for a three-year term or for the remainder of their term of office as a Member of the Committee or for such other term as the Committee may determine. The Chair may be re-appointed if re-elected or re-appointed as a Member for a further term.
- 9.3 Any Chair that has served 3 consecutive terms of office shall not be eligible to stand for a fourth consecutive term as Chair.

## **10 Sub-Committees**

- 10.1 In addition to the LCCs, the Committee may appoint the following Sub-Committees for a three-year term expiring on the same date as the Members' terms of office on the Committee expire:-
- 10.1.1 an Executive Sub-Committee consisting of the following five Members:
- 10.1.1.1 the Chair;
- 10.1.1.2 four other elected Members (each from a



different Local Constituency Committee); and

10.1.1.3 the Chair of the Sessional Sub-Committee should the Committee establish such a Committee

10.1.2 a Finance Sub-Committee consisting of the following six Members;

10.1.2.1 the Chair;

10.1.2.2 two Executive Members, and

10.1.2.3 three other elected Members; and

10.1.3 such other Sub-Committees as the Committee shall from time to time determine.

10.2 Sub-Committee members may be re-appointed for further terms.

10.3 The Medical Director(s), the Director of Operations and other executive officers and the Chair shall be ex-officio members of all Sub-Committees of which they are not substantive members.

10.4 All Sub-Committee proceedings will be minuted and the minutes presented to the Committee. Only the Sub-Committee may correct such minutes.

10.5 If the Chair is absent from any Sub-Committee meeting, the other Members in that Sub-Committee shall elect from amongst themselves a person to act as Chair for that meeting.

10.6 The terms of reference for the Sub-Committees shall be as determined from time to time by the Committee.

## **11 Meetings**

11.1 Meetings of the Committee shall be held not less than once every four months at such place and at such time as the Committee shall from time to time determine.

- 11.2 Notices of all meetings of the Committee shall be served on each Member at least seven clear days before the day of the meeting, such notice to include the business proposed to be conducted at the meeting.
- 11.3 Upon the written request of no less than 20 Constituents who are not disqualified the Committee shall convene an extraordinary meeting on not less than 21 and not more than 28 days' notice. The only business that may be transacted at such a meeting is that specified in the written request to the Committee a copy of which shall be circulated to all those who are eligible to receive notice of the meeting.
- 11.4 No business shall be transacted at any meeting of the Committee other than that specified in the notice of the meeting, except business which the Committee may determine to be urgent, which business unless otherwise decided shall be deferred until the agenda has been completed. The Committee shall have absolute discretion in deciding whether the business is suitable for discussion.
- 11.5 The Chair may, at their discretion or if they are so requested in writing by not less than eight Members of the Committee, summon immediately a meeting of the Committee. If the Chair after such a request does not within seven days call a meeting, any three Members of the Committee may, on the expiration of those seven days, call a meeting. The requisition must state the nature of the business to be transacted and no other business shall be in order at such meeting.
- 11.6 At the Chair's discretion, where a decision is required urgently before the next scheduled meeting, a virtual decision can be sought from the Committee whilst maintaining the quoracy rules.
- 11.7 At every meeting of the Committee the Chair, if present, shall preside. If

the Chair is absent from any meeting, the Executive Members in the meeting shall elect from amongst themselves a person to act as Chair for that meeting.

- 11.8 Every Member of the Committee attending a meeting of the Committee or of a Sub-Committee of the Committee shall sign their name in the attendance record kept for the purpose.
- 11.9 On a motion duly made the Committee may at any time resolve to exclude persons who are not Members of the Committee.
- 11.10 Any Constituent shall have the right to attend a meeting of the Committee as an observer provided that such right shall be exercised in writing to the Chair at least seven days prior to the meeting. The right to address the Committee shall be at the discretion of the Chair.
- 11.11 Every Member on rising to speak shall address themselves to the Chair and not to any other member of the Committee. When a Member is speaking all other Members shall remain seated. Whenever the Chair rises to speak no one shall continue standing, or rise, until the Chair resumes their seat.
- 11.12 Every question at a meeting of the Committee shall be determined by a majority of votes of the members of the Committee present and voting on the question, and, in case of an equal division of votes, the Chair of the meeting shall have a second or casting vote.
- 11.13 The quorum of the Committee shall be not less than one third of the elected Members.
- 11.14 If during any meeting of the Committee the attention of the Chair is called to the number of Members present, they shall count them and if it were found that there is not a quorum present the meeting will be adjourned.
- 11.15 Minutes of the proceedings of every meeting of the Committee shall be

circulated to the Members of the Committee and shall, if the Members present at the next meeting agree they are a true record, be signed by the Chair.

- 11.16 Any Member of the Committee who, in the opinion of the Chair, is guilty of persistent disorder or interruption shall be asked to remove themselves and may be suspended for such period as the Committee may determine.

## **12 Register of Interest**

- 12.1 Whenever a Member has a personal interest in a matter to be discussed at a meeting of a Committee or Sub-Committee, the

Member must:

- 12.1.1 declare an interest before the discussion begins on the matter;
- 12.1.2 ensure the personal interest is documented in the Committee's register of interest;
- 12.1.3 withdraw from that part of the meeting unless expressly invited to remain in order to provide information;
- 12.1.4 not be counted in the quorum for that part of the meeting; and
- 12.1.5 withdraw during the vote and have no vote on the matter.

For the purposes of this clause 12.1, clause 13.3.6 and clause 13.3.7 a "personal interest" shall include an interest in the matter in question held by a direct family member of the Member.

## **13 Property and Funds**

- 13.1 The property and funds of the Committee must only be used for promoting the Objects and do not belong to the Members of the Committee or the Constituents.

- 13.2 The amounts and the manner of collection of the statutory and voluntary levies shall be on the basis of a financial plan prepared by the Finance Sub-Committee approved by the Committee.
- 13.3 No Member or Trustee may receive any payment of money or other material benefit (whether direct or indirect) from the Committee except:
- 13.3.1 under clause 5.1.14 (indemnity insurance) and 13.3.6 (fees);
  - 13.3.2 reimbursement of reasonable out-of-pocket expenses and subsistence allowance in accordance with section 97(12) of the Act at such rates as the Committee may from time to time determine;
  - 13.3.3 interest at a reasonable rate on any money lent to the Committee;
  - 13.3.4 reasonable rental or hiring fee for property let or hired to the Committee;
  - 13.3.5 an indemnity in respect of any liabilities properly incurred in running the Committee;
  - 13.3.6 a Member or Trustee who possesses specialist skills or knowledge or any firm or company of which such a person is a member or employee may charge and be paid reasonable fees for professional work carried out on the instructions of the Committee and provided that the Member's or Trustee's personal interest is declared pursuant to clause 12.1;
  - 13.3.7 in the case of any Member, benefits in their capacity as a Constituent approved by the Committee provided that the Member has declared their personal interest pursuant to clause 12.1; and

13.3.8 in exceptional cases, such other payments or material benefits as the Committee may approve.

13.4 Funds which are not required for immediate use or which will be required for use at a future date must be placed on deposit or invested until needed.

13.5 Investments and other property of the Committee shall be held in the names of the Trustees for the time being in accordance with clause 14 until such time as they transfer to The Kent LMC Investments Limited Company

## **14 Trustees**

14.1 The Committee shall appoint four Trustees to act as custodians of the Committee's investments and property. If a vacancy arises pursuant to clause 14.4 the Committee shall appoint a replacement as soon as reasonably practicable.

14.2 The duties of the Trustees are:

14.2.1 to hold the legal title to the Committee's investments and property on behalf of the Committee until such time as they transfer to The Kent LMC Investments Limited Company ; and

14.2.2 subject to this Constitution and governing law, to deal with the Committee's investments and property in accordance with the written instructions of the Committee.

14.3 Each Trustee must:

14.3.1 be a Constituent or have been a Constituent within the past three years); and

14.3.2 not be an employee of the Secretariat.

14.4 A Trustee shall cease automatically to be a Trustee if he:

- 14.4.1 becomes incapable, whether mentally or physically, of managing their own affairs;
  - 14.4.2 ceases to satisfy clause 14.3.1;
  - 14.4.3 becomes an employee of the Secretariat;
  - 14.4.4 resigns by serving three months' written notice to the Committee (save that if their resignation would result in there being less than two Trustees in office, they shall not resign until the Committee has appointed sufficient Trustees to ensure that there are two duly appointed Trustees); or
  - 14.4.5 is removed by a resolution of the Committee.
- 14.5 A Trustee ceasing to be a Trustee pursuant to clause 14.4 shall sign or execute all such documents, deeds, acts, matters and things as the Committee may reasonably require for the purposes of transferring legal title to investments and property of the Committee to the continuing or replacement Trustees or other persons nominated by the Committee until such time as they transfer to The Kent LMC Investments Limited Company.
- 14.6 The Committee shall indemnify each Trustee in respect of any liabilities incurred in the course of them holding office as a Trustee SAVE FOR any liabilities arising as result of their own negligence.

## **15 Records and Accounts**

- 15.1 The Committee shall keep records of all financial transactions and prepare annual statements of account. The Committee shall maintain separate accounts for the statutory levy and voluntary levy.
- 15.2 The Committee shall keep proper records of:
- 15.2.1 all proceedings at meetings of the Committee;

- 15.2.2 all reports from Sub-Committees; and
- 15.2.3 all professional advice obtained by the Committee.
- 15.3 All records and accounts shall be open to inspection by the Members.

## **16 Amendments and Standing Orders**

- 16.1 The Committee may make standing orders to govern its proceedings and those of its Sub-Committees.
- 16.2 Any provision of this Constitution may be amended at a meeting of the Committee provided that:
  - 16.2.1 at least four weeks' notice of the proposed amendments and the date of the meeting at which the proposed amendments are to be considered is given to the Members; and
  - 16.2.2 any resolution to amend this constitution is passed by a two thirds majority of the votes cast at a quorate meeting of the Committee.

## **17 Dissolution**

- 17.1 The Members may decide by a two thirds majority of the votes cast at a quorate meeting of the Committee to dissolve the Committee.
- 17.2 If the Members decide to wind up the Committee, the Executive Sub-Committee and the Finance Sub-Committee shall remain in office and be responsible for the orderly winding up of the Committee's affairs.
- 17.3 After making provision for all outstanding liabilities of the Committee, any remaining property and funds may be applied in one or more of the following ways and the Trustees shall be so directed in accordance with clause 14.2.2:
  - 17.3.1 to projects or causes within Kent in accordance with the Objects;



and/or.

17.3.2 by transfer to one or more other bodies whether within or outside Kent established for purposes within the scope of the Objects or purposes which are the same as or similar to the Objects.

17.4 A final report and statement of account relating to the Committee shall be sent to the NHS England.

## **18 Notices**

18.1 Any notice or other communication required to be given under or in connection with this Constitution shall be in writing and shall be given to a person by handing it to them or to their executors or administrators, or by sending it by pre-paid first-class post or recorded delivery or by commercial courier as follows:

18.1.1 by addressing it to them or their executors or administrators (without naming them) at their last known address in Great Britain or such other address specified in a duly served notice to the Committee, or

18.1.2 by addressing it to any one of their executors or administrators at their proper address.

18.2 Any notice or other communication shall be deemed to have been duly received:

18.2.1 if delivered personally, when left at the address and for the contact referred to in this clause,

18.2.2 if sent by pre-paid first class post or recorded delivery, at 9am on the second day after posting (excluding weekends and Bank Holidays), or

- 18.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 18.3 A notice or other communication required to be given under this Constitution shall not be validly given if sent by e-mail or fax unless the party to whom the notice or communication is addressed has in writing consented to receive notices or other communications in such form.
- 18.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **19 Confidentiality**

- 19.1 Members shall keep confidential all matters considered by the Committee save for those matters which are agreed by the Committee to be public or suitable for dissemination to Constituents.
- 19.2 The Members undertake to keep confidential all information which they have acquired about the other Members and the Constituents and to use such information only for the purposes contemplated in the Constitution.
- 19.3 Any Member may disclose any information that might otherwise be confidential under this clause 19:
- 19.3.1 to such professional advisors, employees or other third parties as reasonably necessary to give proper effect to this Constitution,
  - 19.3.2 with the written consent of the Chair,
  - 19.3.3 to the extent that such disclosure is required:
    - 19.3.3.1 by law,
    - 19.3.3.2 by a regulatory body or tax authority,
    - 19.3.3.3 to make any filing with or obtain necessary authorisation from a regulatory body or tax authority,

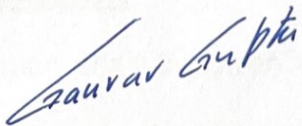
19.3.3.4 under any arrangements in place under which negotiations relating to terms and conditions of employment are conducted, or

19.3.3.5 to protect the disclosing Member's interest in any legal proceedings but shall use reasonable endeavours to consult the other Members and to take into account any reasonable requests they may have in relation to the disclosure before making it.

19.4 Each Member shall supply the others with any information about themselves as the others may reasonably require for the purposes of satisfying the requirements of a law or regulatory body to which the requiring Member is subject.

**Signed by the Chair of the meeting of the Committee at which this Constitution was adopted:**

**Name:** DR. GAURAV GUPTA

**Signature:** 

**Date:** 20<sup>th</sup> April 2023

## **Schedule 1**

### **Part 1      HaCP**

- Dartford, Gravesham and Swanley (DGS)
- East Kent
- Medway and Swale
- West Kent

### **Part 2      Number of Representatives in HaCP area**

	Type A	Type B	Total
DGS	5	1	6
East Kent	11	4	15
Medway and Swale	6	2	8
West Kent	9	3	11
Total	30	10	40

### **Part 3      Local Constituency Committees ("LCCs")**

- Dartford, Gravesham and Swanley
- East Kent
- Medway and Swale
- West Kent