

WEST MIDLANDS POLICE BENEVOLENT FUND

("the Benevolent Fund")

(registered company number: 03179216)

(registered charity number: 1186628)

MEMBERSHIP RULES

In force from 01/02/2021

HIGGS & SONS SOLICITORS

3 Waterfront Business Park

Brierley Hill

West Midlands

DY5 1LX

Our Ref: KMM/EJEW/cp/542907/2

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1. Introduction

- 1.1. These are the Rules of the Benevolent Fund and are published in accordance with the Benevolent Fund's Articles of Association dated 12 July 2019 ("**the Articles**") and replace all previous editions of the Rules.
- 1.2. The Benevolent Fund administers a charitable fund and provides financial assistance, including by way of grants or loans, to the persons designated in these Rules ("the Members"), their widows or widowers or their dependents and to any other eligible person.
- 1.3. The provision of financial assistance pursuant to these Rules and the Objects of the Benevolent Fund is at the absolute discretion of the Trustees and any decision of the Trustees is final and binding.
- 1.4. Any decision of the Benevolent Fund pursuant to these Rules and the Benevolent Fund's Articles of Association is at the absolute discretion of the Trustees and is final and binding.
- 1.5. Each Member of the Benevolent Fund shall pay a monthly membership subscription to the Benevolent Fund (Appendix 1) and any such subscription shall be deducted at source by the paying authority or paid by direct debit and remitted to the Benevolent Fund.
- 1.6. The Members do not have any ownership or rights to any of the assets of the Benevolent Fund. In the event of winding up the Benevolent Fund, nothing is to be paid to or distributed among the Members. After providing for all of its liabilities, any assets must be applied in accordance with Article 24 of the Articles of Association of the Benevolent Fund (Dissolution):
 - 1.6.1. by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 1.6.2. directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - 1.6.3. in such other manner consistent with charitable status as the Charity Commission approves in writing in advance.

2. Interpretation

- 2.1. Some words or phrases used in these Rules have special meanings and these meanings are (unless the context otherwise requires) given below:

"Associate Member"

means any Member who as at 30 April 2013 was entitled to remain as a Member of the Benevolent Fund notwithstanding

that they no longer continued to satisfy the Benevolent Fund's criteria for membership whether on the basis that they were no longer Serving or Retired Staff or otherwise;

- "Beneficiaries"** means:
- (i) a Serving or Retired Police Officer;
 - (ii) a serving or retired employee of the West Midlands Police;
 - (iii) a serving or retired employee of another Qualifying Police Organisation;
 - (iv) a Preserved Rate Widow;
 - (v) the Dependents of any of the above; and
 - (vi) the Ex-Dependents of any of the above.
- "Benefits"** means any sums paid to or on behalf of or in respect of a Member or other beneficiary by the Benevolent Fund in accordance with these Rules;
- "Career Break"** means an extended period of unpaid leave from work under a scheme available from an individual's employer and includes unpaid maternity or paternity leave;
- "the Benevolent Fund"** means West Midlands Police Benevolent Fund, a charitable company limited by guarantee registered in England and Wales under number 3179216 and registered with the Charity Commission with registration number 1186628;
- "Consultant"** means a Fellow of the Royal College of Surgeons or a Fellow of the Royal College of Physicians;
- "Consultation"** means attendance with a Consultant or Specialist to receive an opinion on the state of the Protected Member's health and whether any treatment is necessary or desirable, but does not include the treatment itself whether provided prior to, during or pursuant to such attendance;
- "Convalescence"** means a period of returning to normal levels of health, fitness and well-being after a period of illness;
- "Convalescence Home"** means a rehabilitation or convalescence home approved by the Benevolent Fund but excluding the Police Rehabilitation Centre;
- "Data Protection Legislation"** means UK Data Protection Legislation and (for so long as and to the extent that the law of the EU has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable EU regulation relating to data protection and privacy;

“Electronic Means”	refers to a document or information sent or supplied in electronic form where it is sent or supplied by electronic means (for example by email or fax), or by any other means while in an electronic form (for example sending a disc by post);
“Nominated Partner”	means any individual who does not fall within the class of Dependents or Ex-Dependents of the Benevolent Fund and who is nominated in writing by a Member, pursuant to any agreed process established by the Benevolent Fund, to be that Member’s Nominated Partner;
“Dependents”	<p>means any individual who at the date of death of a Serving or Retired Officer or a Serving or Retired Staff was dependent on that person, including:</p> <ul style="list-style-type: none"> (i) a spouse, civil partner or Nominated Partner; (ii) a former spouse, former civil partner or former Nominated Partner; (iii) a child (including a stepchild, adopted child, fostered child or child where another person has parental responsibility) under the age of 18; and (iv) any other person who had a relationship by virtue of birth, marriage or civil partnership with the deceased Serving or Retired Officer or a Serving or Retired Staff. <p>In all cases the decision as to whether an individual qualifies as a Dependent or an Ex-Dependent is in the absolute discretion of the Benevolent Fund.</p>
“Expelled Member”	means a Member who has been expelled by the Benevolent Fund in accordance with Rule 3.14;
“Financial Limits”	means, without prejudice to the discretionary nature of the provision of the Benefits, the maximum amount payable in respect of the Benefits as set by the Trustees in any financial year. The current limits are set out in Appendix 2;
“Full Member”	means any person who meets the criteria set out in Rule 3.2 has been accepted for membership and continues in membership as a Member of the Benevolent Fund from time to time as determined by the Benevolent Fund’s Articles of Association and these Rules and is not a Protected Member nor an Associate Member;
“GP”	means a general medical practitioner;
“Member”	means a Full Member, a Protected Member or an Associate Member as defined in these Rules, all of whom are members for company law purposes with all associated rights, duties and obligations;

“Operations Committee”	means the committee as constituted in accordance with Rule 6.1.5;
“Police Rehabilitation Centre”	means any approved rehabilitation centre providing rehabilitation and convalescence to a Member;
“Preserved Rate Widow”	is as defined in the Police Pensions Regulations 1987;
“Protected Member”	<p>means any individual within the now closed class of Beneficiaries who, immediately prior to the adoption of these Rules, was accepted as a Member of the Benevolent Fund but whose monthly membership subscription rates and Benefits are set at a different level from either a Full or Associate Member in so far as they have either:</p> <ul style="list-style-type: none"> (i) enjoyed protected rights (a £600 annual consultation allowance, coupled with a higher subscription); or (ii) non-subscribing rights (a £100 annual consultation allowance coupled with no subscription);
“Qualifying Police Organisation”	<p>means any of the following:</p> <ul style="list-style-type: none"> (i) the West Midlands Police; (ii) the Benevolent Fund; (iii) the Police Healthcare Scheme Limited, in respect of those employees of the Police Healthcare Scheme Limited who were previously employed by the Benevolent Fund; (v) National Crime Agency; (vi) any other person or organisation which, in the opinion of the Trustees is allied to or associated with policing or the welfare of police officers or former police officers and their dependants and which the Trustees resolve to be included within the scope of this definition “Qualifying Police Organisation”;
“Relevant Date”	<p>means any of the following dates:</p> <ul style="list-style-type: none"> (i) the date of application for or receipt of a grant (excluding death grants or children’s grants), loan or expenses; (ii) the date of death of the Member for a death grant or children’s grant; (iii) the date Convalescence is to start; and

	(iv) the date of the referral to a Consultant or Specialist by a GP (as the case may be);
"Serving or Retired Officer"	means any of the following: <ul style="list-style-type: none"> (i) police officers of any rank (including special constables) who are in active service whether on a full or part time basis or on a Career Break with a Qualifying Police Organisation; (ii) police officers (including special constables) who would have qualified under paragraph (i) but for their "retirement" as this expression is determined by that person's Qualifying Police Organisation and who were Members for at least two years' consecutively immediately prior to their retirement;
"Serving or Retired Staff"	means any of the following: <ul style="list-style-type: none"> (i) individuals who are employed by a Qualifying Police Organisation whether on a full time or part time basis or on a career break but who are not warrant holders (including, without limitation, police community support officers); (ii) individuals who would have qualified under paragraph (i) but for their "retirement" as this expression is determined by that person's Qualifying Police Organisation or redundancy and who were Members for at least two years consecutively immediately prior to their retirement or redundancy;
"Specialist"	means a specialist doctor or health care professional, osteopath, physiotherapist, or chiropractor;
"a Trustee or the Trustees"	means a Trustee of the Benevolent Fund being a charity trustee for the purposes of section 177 of the Charities Act 2011 and a director of the company limited by guarantee;
"West Midlands Police"	means the West Midlands Police or its successor body whether by virtue of merger, amalgamation, reorganisation or otherwise.

2.2. Other words and phrases are given definitions elsewhere in these Rules.

2.3. All references to a statutory provision or instrument shall be construed as including references to:

2.3.1. any statutory modification, consolidation or re-enactment (whether before or after the date of these Rules) for the time being in force;

2.3.2. all statutory instruments or orders made pursuant to it;

- 2.3.3. any statutory provisions of which it is a consolidation, re-enactment or modification.
- 2.4. Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa; and where a party comprises more than one person all obligations are joint and several.

3. Membership of the Benevolent Fund

- 3.1. Membership of the Benevolent Fund shall comprise:
 - 3.1.1. Full Members;
 - 3.1.2. Protected Members; and
 - 3.1.3. Associate Members;all of whom are members for the purposes of company law with full voting rights
- 3.2. A Member cannot have more than one class of membership at the same time.
- 3.3. Determination of the eligibility of an individual to a particular class or membership and whether to admit any person to a particular class of membership is at the absolute discretion of the Benevolent Fund and is final and binding.
- 3.4. Refusal of admission to a class of membership, notwithstanding that an individual would on the face of it be eligible for admission to a class of membership is at the absolute discretion of the Benevolent Fund and is final and binding.
- 3.5. A register of Members of the Benevolent Fund shall be maintained by the Benevolent Fund as required by law.

Full Member

- 3.6. Any natural person shall be entitled to apply to become a Full Member provided that such person:
 - 3.6.1. has completed an application in a form and manner approved by the Trustees from time to time or, in respect of those persons who were already Members immediately prior to the date of adoption of these Rules, were acknowledged by the Benevolent Fund as being Members; and
 - 3.6.2. is a Serving or Retired Officer or Serving or Retired Staff; or
 - 3.6.3. is a widow, widower or Nominated Partner of a deceased Member.

Protected Member

- 3.7. The class of Protected Members is a closed class and with effect from 14 March 2014, no Full Member or Associate Member is entitled to become a Protected Member.
- 3.8. At any time, a Protected Member may apply to the Benevolent Fund in writing to become a Full Member. The decision as to whether to admit a Full Member as a Protected Member is in the absolute discretion of the Benevolent Fund.
- 3.9. Admission as a Protected Member is irreversible.

Associate Member

- 3.10. An Associate Member is as defined above.

Termination of Membership

- 3.11. Membership can be terminated in the circumstances set out in Article 12 of the Benevolent Fund's Articles of Association.
- 3.12. Where a Member's membership is terminated for any reason, the Member shall not be entitled to any refund of the annual membership subscription or of any other sum which the Member has paid to the Benevolent Fund in advance.
- 3.13. Where a Member's membership terminates for any reason, the Member shall not be entitled to any further benefit from the Benevolent Fund save where that Member is properly due any retrospective benefit as at the date of termination of membership. In the case of dishonest or fraudulent conduct, the Benevolent Fund reserves the right to withhold that retrospective benefit.
- 3.14. Pursuant to Article 12 of the Benevolent Fund's Articles of Association, if a Member shall:
 - 3.14.1. fail to pay any sum due to the Benevolent Fund from time to time within 30 days of the due date; or
 - 3.14.2. obtain any benefit or payment in circumstances where such benefit or payment has been obtained as a result of the Member knowingly or recklessly furnishing or omitting to furnish the Benevolent Fund with all material facts or otherwise dishonestly securing such benefit or payment; or
 - 3.14.3. make a dishonest or fraudulent claim of whatever kind; or
 - 3.14.4. commit any material breach of these Rules; or
 - 3.14.5. prejudice or, because their behaviour is likely in the reasonable opinion of the Benevolent Fund to prejudice its interests or reputation;

then the Benevolent Fund may, after following the procedure set out in paragraph 1 of Appendix 3, resolve to terminate the Members' membership with immediate effect and the provisions of paragraph 2 of Appendix 3 shall apply regarding the appeal of any decision to terminate.

- 3.15. Once membership has been terminated, that Member shall be removed from the register of Members.

4. Subscription

- 4.1. A Member (other than a Protected Member who has non-subscribing rights and subject also to Rule 4.6) shall pay the monthly membership subscription and failure to do so shall result in termination of membership as provided for at Rule 3.15. The monthly membership subscription rates shall be such sums as the Trustees shall from time to time determine. At the date of adoption of these Rules, the amount of the current monthly membership subscription rates is set out in Appendix 1.
- 4.2. The membership subscription shall be paid monthly by direct debit and deducted from the Member's salary or paid in such other manner as the Benevolent Fund may decide from time to time.
- 4.3. From time to time, the Trustees may increase the monthly membership subscription rates. When such rates are increased, the Trustees shall take all reasonable steps to notify Members of the increase. If a Member fails to increase their payment, then the Member may not receive the full extent of the Benefits they would otherwise be entitled to be considered for.
- 4.4. If a change of circumstances occurs which would entitle a Member to a reduced monthly membership subscription rate, the Member shall inform the Benevolent Fund in writing. If the Member fails to inform the Benevolent Fund in writing, then it may agree to refund all or part of any such overpayment, save that any refund will be limited as follows:
- 4.4.1. up to a maximum of twelve-monthly membership subscriptions where payment continues after the death of a Member; and
- 4.4.2. up to a maximum of three-monthly membership subscriptions in all other cases.
- 4.5. Any Member on maternity or paternity leave shall be entitled to up to twelve months free membership.
- 4.6. The Benevolent Fund may from time to time make offers to Associate Members to pay the membership subscription annually (or such other period as it may determine) in advance. Such offers may include discounts of such amount (if any) as the Benevolent Fund may determine to reflect the early payment.

- 4.7. Any sum due to the Benevolent Fund which is not paid within 30 days of the due date may lead to cessation of any Benefits and/or termination of membership pursuant to Rule 3.14.

5. Benefits

Subject to Rules 5.8 and 5.9, the following Benefits may be provided by the Benevolent Fund during any calendar year:

5.1. Grants

- 5.1.1. Grants are awarded in accordance with the Benevolent Fund's Grant Making Policy upon receipt of a duly completed grant application form.
- 5.1.2. Grants may be awarded to alleviate hardship or distress, whether financial or otherwise of any Member by the Benevolent Fund.
- 5.1.3. Subject to the Financial Limits in Appendix 2, the Chairman or Secretary of the Operations Committee may authorise a grant to a Member. The Chairman or Secretary shall only be entitled to make one such grant per financial year per Member unless the Benevolent Fund decides otherwise.
- 5.1.4. A Member shall not be entitled to more than one grant in any financial year unless the Benevolent Fund determines.
- 5.1.5. If a Member who is to receive the grant is unfit or incapable of looking after their affairs then the Benevolent Fund shall pay the grant to the Member's duly appointed Attorney (under a Lasting Power of Attorney or a registered Enduring Power of Attorney) or to a Deputy appointed by the Court of Protection, or to such other person as the Benevolent Fund considers is legally responsible for the relevant Member's affairs.
- 5.1.6. The Benevolent Fund may (subject to any restrictions from time to time contained with the Benevolent Fund's Articles), make a grant to any person who whilst not a Member is nevertheless employed by or connected with, or was previously employed by or connected with, or whose spouse, partner, widow, widower, father or mother is employed by or connected with or was previously employed by or connected with a police force or Qualifying Police Organisation within England & Wales.
- 5.1.7. The Benevolent Fund may make a grant to any Qualifying Police Organisation so long as the purpose of the grant is within the Objects of the Benevolent Fund (as defined).

5.2. Death Grants (Serving Officers or Staff)

- 5.2.1. Upon the death of a Member whilst on active service or in the current employment of a Qualifying Police Organisation, the Benevolent Fund may, subject to the Financial Limits:

- 5.2.1.1. award a death grant to one or more of the individuals mentioned below in accordance with Rules 5.2.2 and 5.2.3; and/or
- 5.2.1.2. contribute towards the cost of a wreaths or floral tributes.
- 5.2.2. Any death grant which the Benevolent Fund determines to be paid, may be paid, in addition to any other benefits payable under the Fund to any persons nominated by the relevant Member provided the nomination has been previously lodged with the Benevolent Fund. The Benevolent Fund shall not be bound by such nomination or, where more than one person has been nominated, by the proportions proposed to be payable to such persons set out in the nomination but may comply with it in whole or in part. Nominations may be revoked, amended, or replaced at any time and shall be automatically revoked upon the marriage or remarriage or entry into a civil partnership of the relevant Member.
- 5.2.3. If the relevant Member has failed to lodge a nomination before their death or if the Benevolent Fund exercise its discretion not to comply in whole or in part with the nomination, then the death grant may be paid to one or more of their legal spouses, Nominated Partner, relative or relatives of their spouse or Nominated Partner, provided that in the opinion of the Benevolent Fund the intended recipient or recipients was or were dependent on the deceased Member.
- 5.2.4. Notwithstanding that death grants are payable only to serving Members, wreaths or floral tributes may be provided on the death of a retired Member.

5.3. **Loans**

- 5.3.1. The Benevolent Fund may make loans to Members.
- 5.3.2. Subject to the Financial Limits, the Chairman or Secretary of the Benevolent Fund may authorise such loans to Members.
- 5.3.3. Members shall be eligible to apply for such loans if they are suffering from hardship or distress and the grant of such loan would eradicate or reduce such hardship or distress.
- 5.3.4. Before any loan is made the relevant Member will enter into a written loan agreement with the Benevolent Fund in a form approved by the Trustees which records the terms of the loan.
- 5.3.5. If the Member who has received a loan ceases to be a Member or has an order made against them for bankruptcy, or makes a voluntary

arrangement with their creditors, during the term of the loan such loan shall become immediately due and payable.

5.4. Convalescence

- 5.4.1. The Benevolent Fund may, subject to the Financial Limits, and following medical recommendation, pay grants in respect of reasonable Convalescence expenses to enable a Member to stay for up to one week in any one year in a Convalescence Home (including the provision of physiotherapy and other allied treatments).
- 5.4.2. Without prejudice to the discretionary nature of the decision as to whether to pay expenses, such expenses will only be reimbursed:
 - 5.4.2.1. if incurred in the United Kingdom.
 - 5.4.2.2. if they do not exceed the Financial Limits.
 - 5.4.2.3. if the Member is not entitled to be reimbursed for such expenses from any other source.
 - 5.4.2.4. in respect of one visit per year to a Convalescence Home or other facility as may be approved by the Fund from time to time: and
 - 5.4.2.5. to the extent that the Convalescence is intended to assist the Member to recover from illness or injury and not for chronic conditions or continuing disability.

5.5. Consultations (Protected Members Only)

- 5.5.1. The Benevolent Fund may pay the fee for a Consultation necessarily incurred by any Protected Member where a Consultation is not readily available under the National Health Service. The fee will be paid on production of an invoice from the Consultant or Specialist.
- 5.5.2. The Benevolent Fund may pay to any Protected Member, such travelling or other expenses (other than the expenses relating to the cost of treatment) that were reasonably and necessarily incurred by the Member in connection with the Consultation.
- 5.5.3. Any payment made shall be subject to the Financial Limits.

5.6. Gifts

- 5.6.1. The Benevolent Fund may authorise the purchase of:

5.6.1.1. a small gift for a Member who is ill or incapacitated but no Member shall receive more than two gifts per financial year from the Benevolent Fund or

5.6.1.2. a Christmas gift for a Preserved Rate Widow.

5.6.2. The cost of any gift shall not exceed the Financial Limits.

5.7. **Children's Grant**

5.7.1. Upon the death of a Member, the Benevolent Fund may award a Children's Grant to be paid on a weekly basis to each child of the deceased Member, subject to the Financial Limits.

5.7.2. Without prejudice to the discretionary nature of the payment, the weekly sum shall be assessed having regard to any other financial provisions made for each child, including any payment made in respect of each child by the Police Dependants' Trust or similar fund.

5.7.3. The Children's Grant shall be payable quarterly in arrears.

5.7.4. The Children's Grant shall cease when the child attains the age of 18 irrespective of any other circumstances.

5.7.5. The Children's Grant shall be paid to the parent or guardian or the person with parental responsibility for each child.

5.7.6. The Children's Grant may be used for any reasonable purpose, but the Benevolent Fund may if they consider the Children's Grant is being used in an improper manner:

5.7.6.1. cease the Children's Grant; or

5.7.6.2. vary the amount of the Children's Grant; or

5.7.6.3. pay the Children's Grant to another responsible adult.

5.8. **Relevant Date**

5.8.1. All Benefits are paid or provided at the absolute discretion of the Benevolent Fund, such decision being final and binding.

5.8.2. Without prejudice to the generality of this discretion, if a Member has not paid their monthly membership subscription up to and including any Relevant Date this will be one of the factors considered when determining whether to provide a Benefit.

5.9. **Qualifying Period**

- 5.9.1. Save in exceptional circumstances (as determined by the Benevolent Fund) a Member shall not be entitled to be considered for the receipt of any Benefit until the Member has been a Member for a period of at least six months.

6. Composition and Duties of the Operations Committee

6.1. General

- 6.1.1. The Trustees of the Benevolent Fund retain general control of the management and administration of the Benevolent Fund.
- 6.1.2. The Trustees may delegate any of their functions or powers to a committee properly constituted but only in accordance with the Articles of Association and the terms of such delegation shall be provided for in writing.
- 6.1.3. All decisions of the Operations Committee are subject to ratification by the Trustees.
- 6.1.4. The Operations Committee may make its own regulations for the proper conduct of the matters which have been delegated to it, except to the extent that such regulations are inconsistent with these Rules.
- 6.1.5. The Operations Committee shall consist of a maximum of nineteen persons appointed by the Trustees at a duly convened and held Trustees' meeting or by written resolutions and may include (without limitation) any Trustee and persons nominated by the following organisations within the West Midlands Police:
 - 6.1.5.1. one representative from The National Police Chiefs Council ("NPCC")
 - 6.1.5.2. one representative from the Superintendents' Association
 - 6.1.5.3. no more than nine representatives from the Police Federation
 - 6.1.5.4. one representative from each of the National Association of Retired Police Officers ("NARPO's") five branches
 - 6.1.5.5. one representative from each of the three recognised associations of the West Midlands Police, namely:
 - (i) Lesbian Gay Bisexual Trans + Police Association ("LGBTQ+")
 - (ii) The Black and Asian Police Association ("BAPA")
 - (iii) and The Disabled Police Association; and

6.1.5.6. one representative from Unite and

6.1.5.7. one representative from Unison.

6.2. Term of Office

6.2.1. The term of office for each member of the Operations Committee is five years.

6.2.2. A member of the Operations Committee is eligible for re-appointment at the end of their term of office subject to a maximum of three terms.

6.2.3. The Trustees may at any time remove any person as a member of the Operations Committee or as Secretary at a duly convened and held Trustees' meeting or by written resolutions.

6.2.4. If a vacancy occurs, the Trustees may (but shall not be obliged to) ask any organisation referred to in Rule 6.1.5 whose representative has ceased to be a member of the Operations Committee, to nominate a substitute and such substitute shall, subject to Rule 6.2.1 serve on the Operations Committee for the unexpired period of the term of the person being replaced.

6.3. Frequency of Meetings and Quorum

6.3.1. The Operations Committee shall meet at least six times in any calendar year, usually on the first Friday of each calendar month or as soon as practicable thereafter.

6.3.2. A meeting may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.

6.3.3. Any member of the Operations Committee who is entitled to vote may convene a meeting of the Operations Committee on reasonable notice.

6.3.4. The Operations Committee must keep minutes of the proceedings of each meeting.

6.3.5. A quorum for a meeting of the Operations Committee is a minimum of one third of the total number of members of the Operations Committee at any one time.

6.3.6. Matters to be decided at an Operations Committee meeting shall be decided on a show of hands by simple majority of members present and entitled to vote. Each member of the Operations Committee shall have one vote.

6.3.7. In the case of an equality of votes, the Chairman of the Operations Committee shall have a second or casting vote.

6.3.8. If a member of the Operations Committee fails to attend three consecutive meetings, the Operations Committee may decide to refer the nomination back to the organisation that appointed them with a view to appointing a replacement.

6.4. Chair of Meetings and Co-option

6.4.1. The Operations Committee shall appoint from amongst their number a Chairman and Vice-Chairman for a term of office of three years.

6.4.2. The Chairman and Vice-Chairman is eligible for re-appointment at the end of their term of office subject to a maximum of three terms.

6.4.3. In the absence of the Chairman and the Vice-Chairman at any meeting of the Operations Committee, the members of the Operations Committee present shall appoint one of their number as the Chair of that meeting.

6.4.4. The Operations Committee may co-opt any person as a member of the Operations Committee for such purpose and for such period as it sees fit in its absolute discretion. Such co-opted member is not entitled to vote on any issue. Failure to give a co-opted member notice of a meeting of the Operations Committee does not affect the validity of the meeting.

6.4.5. The Operations Committee may at any time delegate any of their duties or powers to one or more members of the Operations Committee or to the Secretary on such terms as they may in their absolute discretion decide. Any such delegation shall be recorded in writing.

6.4.6. Any member of the Operations Committee must be a Member.

6.5. Financial Management

6.5.1. The provisions set out in Appendix 4 shall regulate the expenditure of the monies held by the Fund.

7. General

7.1. Subject always to the provisions of Rule 7.2 and 7.3, no provision of these Rules is enforceable by any person other than a Trustee or a Member of the Benevolent Fund. No third party shall be entitled to enforce or enjoy the benefit of any of these Rules whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Dispute Resolution

- 7.2. All Benefits provided under these Rules are granted at the absolute discretion of the Operations Committee, whose decision shall be final and binding, subject to ratification by the Trustees.
- 7.3. If there is any dispute as to the interpretation of any of these Rules, the decision of the Trustees shall be final and binding.

Amendment of Rules

- 7.4. These Rules may be revoked, supplemented, or varied, from time to time.
- 7.5. Save in the case of minor alterations, or alterations which the Benevolent Fund consider to be necessary or desirable so as to comply with the law, the effect of which shall take place immediately, any change to the Rules shall take effect from the date specified by the Trustees, being no earlier than the date which falls 30 days from the date of the resolution or, if the Trustees failed to specify a date, the date which falls 30 days from the date of the resolution.
- 7.6. The Trustees shall take reasonable steps to notify the Members of the change.
- 7.7. A copy of the current Rules may be provided to a Member from time to time upon request and also posted on the Benevolent Fund's website.

Members' Details

- 7.8. To ensure that the information which the Benevolent Fund maintains about its Members is accurate, Members shall immediately notify the Benevolent Fund of any change of particulars, such as, a change of name or address.

Governing Law

- 7.9. The Fund and these Rules shall be governed by and construed in accordance with the Law of England.

8. Registered Address

- 8.1. Every Full Member, Protected Member or Associated Member consent to the address which will be entered in the Benevolent Fund's register of Members as being the address which the Member shall from time to time notify the Benevolent Fund in writing of; or at the discretion of the Trustees the registered address from time to time of Qualifying Police Organisation which employs them.

9. Electronic Communications

- 9.1. For the purposes of the Companies Act 2006 (or any statutory amendments, modifications or re-enactments thereof for the time being in force) every Full Member, Protected Member or Associated Member hereby:

- 9.1.1. notifies the Benevolent Fund, that any documents or notices of meetings, to be sent to them pursuant to such sections, may be taken to have been sent or given to them, if sent to them using electronic communications to

their official e-mail address from time to time, as determined by the Qualifying Police Organisation which employs them;

- 9.1.2. agrees with the Benevolent Fund, that any such documents or notices may also be treated as having been sent or given to them by virtue of them having access to such documents or notices on either any internal intranet website operated from time to time by the Qualifying Police Organisation which employs them, or on any website operated by or on behalf of the Benevolent Fund from time to time; and
 - 9.1.3. agrees with the Benevolent Fund, that they may be notified of the publication of such documents and notices on such websites, the address of such website or websites, and the place or places on such website or websites where the documents or notices may be accessed and how they may be accessed, by email to their email address referred to in Rule 9.1.3.1, by post to their registered address or by such other means as the Secretary of the Benevolent Fund may determine from time to time.
- 9.2. Any notice issued to Members must comply with the provisions contained in the Benevolent Fund's Articles of Association.
 - 9.3. The provisions of Rule 9.1 are in addition to and without prejudice to the Members rights generally, with regard to electronic communications, as provided in the Benevolent Fund's Articles of Association from time to time, the Companies Act 2006 (or any statutory amendment, modification or re-enactment thereof for the time being in force) or under any other statutory or similar rights for the time being in force or operation.

Appendix 1 – Subscription Rates

Calendar year 1 January to 31 December 2020

Protected Members (with protected rights)	£5 per month if serving or £3.75 per month if retired
Full Members	£2 per month if serving or £1 per month if retired
Associate Members	£10 per year

Appendix 2 – Financial Limits

Period 1

1 January to 31 December 2020

These are the financial limits referred to in the Rules of the Benevolent Fund and replace and supersede all previous financial limits.

Rule No.	Benefit	Financial Limit
5.1.1	Grants – Operations Committee	No limit
5.1.2	Grants authorised by Chairman/Manager (per Member per financial year of the Benevolent Fund)	£500
5.2.1	Death Grants	£3,500
5.2.2	Wreaths or floral tributes	£45
5.3.1	Loans – Operations Committee	No limit
5.3.2	Loans – authorised by Chairman/Manager(per Member per financial year of the Benevolent Fund)	£500
5.4.1	Convalescence – Staying in Convalescence Home including physiotherapy and any allied treatments (one visit per Member per financial year up to a maximum of four nights) chronic conditions and permanent disability excluded	£450
Error! Reference source not found.	Convalescence expenses not met from any other source – Operations Committee	No limit
5.5	Consultations per Protected Member (with protected rights) per financial year of the Benevolent Fund)	£600
5.5	Consultations per Protected Member (who is non-subscribing) per financial year of the Benevolent Fund)	£100
5.5.2	Other expenses	No limit
5.7.1	Weekly sum (per child per week)	£25

Appendix 3 – Expulsion of Member Procedure and Appeals

- 1 Before any Member is expelled by the Benevolent Fund pursuant to the provisions of Rule 3.14, a notice ("**the Notice**") shall be served on the Member setting out the grounds for the proposed expulsion and, in the event of the proposed expulsion being by reason of a breach of these Rules and such breach is capable of remedy, setting a time limit, which shall not, in any event, exceed seven working days, within which the breach shall be remedied. If the proposed expulsion is for a reason other than a breach of these Rules or if the breach is not capable of remedy or is not remedied within the time limit stipulated in the Notice, then the Member may then be expelled in accordance with Rule 3.14.
- 2 Any Expelled Member may appeal to a panel of the Trustees ("**the Appeals Panel**") against such expulsion. The appeal process shall be administered as follows:
 - 2.1 The Appeals Panel shall consist of three of the Trustees and shall be chaired by the Chairman or, in their absence, by the Deputy Chairman of the Trustees; or if the Appeals Panel does not include the Chairman or Deputy Chairman, it shall be chaired by one of the members of the Appeals Panel.
 - 2.2 The Expelled Member must set out in writing the grounds for appeal in a written statement of no more than 500 words ("**the Statement**") and deliver the Statement to the Appeals Panel marked for the attention of the Secretary of the Benevolent Fund within 14 days of being notified of their expulsion. No appeal will be heard in respect of Statements delivered after the expiry of this 14-day period without the permission of the Appeals Panel.
 - 2.3 Upon receipt of the Statement, the Secretary of the Benevolent Fund shall convene the Appeals Panel within 30 working days of the Statement having been lodged and will promptly notify the Expelled Member of the hearing date.
 - 2.4 The Expelled Member may attend the Appeals Panel hearing, together with a representative of their selection, and may read out the Statement and/or make reasonable representations as may be relevant to the appeal.
 - 2.5 Once the Appeals Panel hearing has concluded, the Appeals Panel will deliver their verdict within five working days and such verdict will be final and binding.
 - 2.6 If the appeal is upheld, the Expelled Member will be re-admitted as a Member of the Benevolent Fund on the same terms as they previously enjoyed. If the appeal is not upheld the Expelled Member will remain expelled and no subscription shall be refunded to the Expelled Member.
- 3 The Benevolent Fund reserves the right to suspend any Member's membership whilst it investigates as to whether a Member should be expelled. During the suspension period the Member shall continue as a Member but not pay any subscriptions nor shall any Benefits or payments be paid to or on behalf of the Member.
- 4 Even if the Benevolent Fund continues to accept subscriptions from a Member after the Benevolent Fund becomes aware of facts or circumstances that give rise or may give rise to grounds for expulsion as set out in Rule 3.14, the rights reserved to the Benevolent Fund in Rule 3.14 shall not be prejudiced, notwithstanding that the Benevolent Fund has received and accepted such further subscriptions and/or continued to pay Benefits to or on behalf of or in respect of a Member.

- 5 The Benevolent Fund expressly reserves the right to recover from an Expelled Member any amounts outstanding or due to the Benevolent Fund and any sums paid to or on behalf of such Expelled Member.

Appendix 4 – Authorisation and Control of the Benevolent Fund’s Expenditure

1 Withdrawals from the bank accounts of the Benevolent Fund shall be authorised as follows:

1.1 Cheques must be signed by and electronic payments made by any two of the following:

- 1.1.1 the Chairman of the Benevolent Fund;
- 1.1.2 the Manager of the Benevolent Fund;
- 1.1.3 the Assistant Secretary of the Benevolent Fund;
- 1.1.4 the Finance Manager of the Benevolent Fund; and
- 1.1.5 a Trustee.

PROVIDED THAT:

- 1.1.6 the person is named on the bank mandate;
 - 1.1.7 where a person falls into two categories listed above, they may only sign in one capacity so that two individuals sign all cheques.
- 1.2 No authorised person shall sign a cheque payable to himself.
- 1.3 All manually raised cheques require two signatories as set out in paragraph 1.1 above.

2 If a member of the Operations Committee, the Secretary of the Operations Committee, a Trustee of the Benevolent Fund or an employee of the Benevolent Fund (an “**Official**”) is required to travel for the purposes of Benevolent Fund then they will be reimbursed for expenses on the following basis and conditions:

- 2.1 the Trustees and members of the Operations Committee shall be reimbursed for all expenses of travelling for Fund purposes including travel to and from home to the Fund’s office;
- 2.2 subject to paragraph 2.1, other Officials shall be reimbursed for travelling except to and from home to the Fund’s offices;
- 2.3 officials shall be reimbursed for business mileage in their own car at the appropriate rate specified by HM Revenue and Customs for tax free mileage;
- 2.4 before any travel expenses are reimbursed, receipts or other evidence must be provided verifying the expenditure claimed; and
- 2.5 any travel expenses will only be reimbursed if they have been authorised in advance by:
 - 2.5.1 the Finance Manager;
 - 2.5.2 the Manager of the Benevolent Fund; or
 - 2.5.3 a Trustee.

3 All other administrative expenditure shall be authorised as follows:

Amount	Countersigned by
Up to £10,000	Any two persons listed in paragraph 1
Over £10,000	The Trustees of the Benevolent Fund

4 The Finance Manager shall be responsible for the maintenance of:

4.1 a petty cash float of a maximum of £400; and

4.2 a gift voucher float of a maximum of £3,000.

5 The Finance Manager shall ensure that quarterly management accounts are available for consideration by the Trustees at their meeting, such quarterly management accounts to detail the expenditure within the agreed limits as set out in this Appendix 4.