

THE WMP BENEVOLENT FUND

RULES

In Force from 1 January 2017

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**ALL BENEFITS PROVIDED UNDER
THE WMP BENEVOLENT FUND ARE
GRANTED AT THE ABSOLUTE
DISCRETION OF THE
MANAGEMENT COMMITTEE**

1. INTRODUCTION

- 1.1 These are the rules of the WMP Benevolent Fund and are published in accordance with the terms of the Company's articles of association and replace all previous editions of the rules.
- 1.2 The Fund is a benevolent fund which is operated by the Company and none of the Members have any ownership or rights to any of the assets of the Fund. In the event of winding up the Company, there can be nothing paid to or distributed among the Members, but anything remaining shall be given or transferred to some other similar institution or institutions having similar objects to the Company.
- 1.3 Some words or phrases used in these rules have special meanings and these meanings are (unless the context otherwise requires) given below:

<i>“Appointments Meeting”</i>	means a meeting held every calendar year by the Management Committee to deal with the appointment of members of the Management Committee as referred to in rule 5.4.1;
<i>“Associate Member”</i>	means a Member who comprised of one of the individuals (as identified from time to time by the Management Committee) who at 30 April 2013 were allowed to remain as Members by the Company notwithstanding the fact that they did not continue to satisfy the criteria for membership whether on the basis that they were not Serving or Retired Staff or otherwise;
<i>“Benefits”</i>	means any sums paid to or on behalf of or in respect of a Member or other beneficiary under the Fund in accordance with these rules;
<i>“Career Break Scheme”</i>	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;
<i>“Consultant”</i>	means a Fellow of the Royal College of Surgeons or a Fellow of the Royal College of Physicians;
<i>“Consultation”</i>	means attendance with a Consultant or Specialist to receive an opinion on the state of the Protected Member's health and whether or not any treatment is necessary or desirable but does not include the treatment itself whether provided prior to, during or pursuant to such attendance;
<i>“Convalescence”</i>	means a period of returning to normal levels of health and fitness after a period of illness;
<i>“Convalescence Home”</i>	means a rehabilitation or convalescence home approved by the Fund but excluding a Police Rehabilitation Centre;
<i>“the Company”</i>	means WMP Benevolent Fund (a private company limited by guarantee not having a share capital and registered in England

	and Wales under number 3179216) whose registered office at the date of adoption of these rules is Guardians House, 2111 Coventry Road, Sheldon, Birmingham, B26 3EA;
"Declared Partner"	means the declared partner of any Member;
"Directors"	means the board of directors of the Company from time to time or the directors of the Company present at a duly convened meeting of the directors of the Company at which a quorum is present;
"Expelled Member"	means a Member who has been expelled by the Management Committee in accordance with rule 2.10;
"Financial Limits"	means without prejudice to the discretionary nature of the provision of the Benefits, the maximum amount payable in respect of Benefits as set by the Directors for each financial year of the Company. The current limits are set out in Appendix 2;
"Full Member"	means any person who has been accepted for membership and continues in membership as a Member of the Company from time to time as determined by the Company's articles of association and these rules and is not a Protected Member nor an Associate Member;
"the Fund"	means the benevolent fund operated by the Company from time to time, details of which are set out in these rules;
"GP"	means general medical practitioner;
"Management Committee"	means the committee as constituted in accordance with rule 5.1.4;
"Member"	means a Full Member, a Protected Member or an Associate Member;
"Protected Member"	means a person who, immediately prior to the adoption of these rules, was acknowledged to be a member of the Company by the Company but whose subscription rates and benefits have historically differed from those of a Full Member in so far as he has either enjoyed protected rights (a £600 annual consultation allowance, coupled with a higher subscription) or non-subscribing rights (a £100 annual consultation allowance coupled with no subscription);
"Police Rehabilitation Centre"	means a rehabilitation centre owned by a registered charity providing rehabilitation and convalescence to serving police officers at Flint House, Goring on Thames or in Harrogate;
"Qualifying Police"	means any of the following:

Organisation”	<p>(i) the West Midlands Police;</p> <p>(ii) each other police force in England and Wales;</p> <p>(iii) the Company;</p> <p>(iv) the Police Healthcare Scheme Limited, in respect of those employees of the Police Healthcare Scheme Limited who were previously employed by the Company; and</p> <p>(iv) any other person or organisation which in the opinion of the Directors is allied to or associated with policing or the welfare of police officers or former police officers and their dependants and which the Directors resolve to be included within the scope of this definition “Qualifying Police Organisation”;</p>
“Relevant Date”	<p>means any of the following dates: the date of application for or receipt of a grant (excluding death grants or children’s grants), loan or expenses, the date of death of the Member for a death grant, or children’s grant, the date Convalescence is to start and the date of the referral to a Consultant or Specialist by a GP (as the case may be);</p>
“Serving or Retired Officer”	<p>means any of the following:</p> <p>(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;</p> <p>(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;</p>
“Serving or Retired Staff”	<p>means any of the following:</p> <p>(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);</p> <p>(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;</p>
“Specialist”	<p>means a specialist doctor or healthcare professional, osteopath, physiotherapist or chiropractor;</p>

"West Midlands Police"	means the West Midlands Police force and any other police force with which the West Midlands Police force is merged from time to time.
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Other words and phrases are given definitions elsewhere in these rules.

References to the masculine ("him", "his" or "he") in these rules include a reference to the feminine ("her", "hers" or "she") and neuter and vice versa. Reference to the singular includes a reference to the plural and vice versa.

2. MEMBERSHIP OF THE COMPANY

2.1 Membership of the Company shall comprise:

2.1.1 Full Members;

2.1.2 Protected Members; and

2.1.3 Associate Members.

2.2 Any natural person shall be entitled to apply to become a Full Member provided that such person:

2.2.1 has completed an application in a form and manner approved by the Directors 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 Company as being Members; and

2.2.2 is a Serving or Retired Officer or Serving or Retired Staff; or

2.2.3 is a widow, widower or Declared Partner of a deceased Member.

2.3 A Protected Member may, at any time, apply in writing to be a Full Member instead but such election, once made, shall be irreversible. From 14th March 2014, no Full Member may become a Protected Member.

2.4 A Member cannot have more than one class of membership at the same time.

2.5 The Management Committee shall have an absolute discretion to determine the eligibility of and whether or not to admit any person to membership of the Company and the Management Committee's decision shall be final and binding. The Management Committee reserves the right to refuse admission notwithstanding that an individual would normally be eligible.

2.6 A register of Members of the Company shall be maintained by the Company as required by law.

2.7 Any Member may at any time resign as a Member by giving the Company notice in writing. The resignation shall take effect from the close of business on the last day of the calendar month during which the Company receives the notice but the Member shall not be entitled to any refund of subscriptions or other sums which have been paid in advance.

2.8 The Management Committee may terminate the membership of a Member by giving the Member not less than 30 days' notice in writing and the Member shall not be entitled at the expiry of such 30 day period to any further benefit or payment

from the Company save (other than in the case of dishonest or fraudulent conduct) for any sums due to the Member at the date of cessation of the membership.

- 2.9 Any Member who is but ceases to be a Serving or Retired Officer or Serving or Retired Staff shall automatically cease to be a Member at the end of the calendar month in which such cessation occurs. Such Member shall immediately notify the Company in writing if any of these events occur.
- 2.10 If a Member shall:
- 2.10.1 fail to pay any sum due to the Company from time to time within 30 days of the due date; or
 - 2.10.2 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 Company with all material facts or otherwise dishonestly securing such benefit or payment; or
 - 2.10.3 make a dishonest or fraudulent claim of whatever kind; or
 - 2.10.4 commit any material breach of these rules; or
 - 2.10.5 prejudices or because of his behaviour is likely, in the reasonable opinion of the Management Committee, to prejudice the interests or reputation of the Company;
- then the Management Committee may, in its absolute discretion, after following the procedure set out in paragraph 1 of Appendix 3, resolve to expel the Member forthwith from the Company and the provisions of paragraph 2 of Appendix 3 shall apply regarding the appeal of any decision to expel.
- 2.11 Membership of the Company is not transferable and shall cease on the death of a Member.
- 2.12 Once a Member has ceased to be a Member, his name shall be removed from the register of Members.

3. SUBSCRIPTIONS

- 3.1 Each Member (other than a Protected Member who has non-subscribing rights and subject also to rule 3.6) shall pay a monthly subscription in order to remain a Member. The subscription rates shall be such sums as the Directors shall from time to time determine. At the date of adoption of these rules, the amount of the current monthly subscription rates are set out in Appendix 1.
- 3.2 The subscription shall be paid by deduction from the Member's salary or wages by direct debit or in such other manner as the Directors may agree from time to time.
- 3.3 From time to time, the Directors may increase the subscription rates for the Fund. When such rates are increased, the Directors shall take reasonable steps to notify Members of the increase. If a Member fails to increase his payment then the Member may not receive the full extent of the Benefits he would otherwise be entitled to be considered for.
- 3.4 If a change of circumstances occurs which would entitle a Member to a reduced subscription rate, the onus is on the Member to inform the Company in writing. If no

notification is made and an overpayment is made, then the Management Committee may in its absolute discretion agree to refund all or part of any such overpayment but in any event, refunds will be limited as follows:

3.4.1 up to a maximum of 12 months of subscriptions where payment continues after the death of a Member; and

3.4.2 up to a maximum of three months of subscriptions in all other cases.

3.5 Members on maternity or paternity leave shall be entitled to free membership during their maternity or paternity leave for up to a maximum period of 12 months for each period of pregnancy.

3.6 The Directors may from time to time make offers to Associate Members to pay subscriptions annually (or such other period as the Directors may determine) in advance. Such offers may include discounts of such amount (if any) as the Directors in their absolute discretion may determine to reflect the early payment.

4. BENEFITS

At the absolute discretion of the Management Committee, subject to rules 4.8 and 4.9 the following benefits may be provided or granted from the Fund during any calendar year:

4.1 Grants

- The Company may, at the absolute discretion of the Management Committee, make a grant from the Fund of a sum of money to a Member.
- Subject to the Financial Limits, the Chairman or Secretary of the Management Committee may acting on behalf of the Management Committee and in his absolute discretion, authorise and pay from the Fund a grant to a Member. The Chairman or Secretary shall only be entitled to make one such grant per financial year of the Company per Member unless the Management Committee decides otherwise.
- A Member shall not be entitled in any event to receive a grant more than once in any financial year of the Company unless the Management Committee decides otherwise.
- If a Member who is to receive the grant is unfit or incapable of looking after his affairs then the Company shall pay the grant to such other person as the Management Committee considers is responsible for the relevant Member's affairs.
- Members shall be eligible to apply for such grants if they are suffering from hardship or distress and the grant would eradicate or reduce such hardship or distress.
- The Company may, at the absolute discretion of the Management Committee (but subject to any restrictions from time to time contained within the Company's articles of association), make a grant from the Fund of a sum of money 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.

4.2 **Death Grants (Serving Members Only)**

- 4.2.1 Upon the death of a Member whilst on active service or in the employment of a Qualifying Police Organisation, the Company may, at the absolute discretion of the Management Committee, subject to Financial Limits, pay from the Fund to:
- provide a sum of money to one or more of the individuals mentioned below in accordance with rules 4.2.2 and 4.2.3; and/or
 - provide wreaths or floral tributes; and/or
 - make a donation to a nominated charitable purpose or cause.
- 4.2.2 Any death grant which the Management Committee determine 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 Company. The Management Committee 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, at their absolute discretion. 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.
- 4.2.3 If the relevant Member has failed to lodge a nomination before his death or if the Management Committee exercise their discretion not to comply in whole or in part with the nomination, then the death grant may be paid to one or more of his legal spouse, Declared Partner, relatives or relatives of his spouse or Declared Partner, provided that in the opinion of the Management Committee the intended recipient or recipients was or were dependant on the deceased Member.
- 4.2.4 Notwithstanding that death grants are payable only to serving Members, wreaths or floral tributes may be provided on the death of a retired Member.

4.3 **Loans**

- 4.3.1 The Company may, at the absolute discretion of the Management Committee, make loans to Members from the Fund.
- 4.3.2 Subject to the Financial Limits, the Chairman or Secretary of the Management Committee may, acting on behalf of the Management

Committee and in his absolute discretion, authorise the Company to make loans to Members from the Fund.

- 4.3.3 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.
- 4.3.4 Before any loan is made the relevant Member will enter into a loan agreement with the Company in a form approved by the Management Committee recording the terms of the loan.
- 4.3.5 If the Member who has received a loan ceases to be a Member or has an order made against him for bankruptcy, or makes a voluntary arrangement with his creditors during the term of the loan such loan shall become immediately due and payable.

4.4 **Convalescence**

- 4.4.1 The Company may at the absolute discretion of the Management Committee, subject to Financial Limits and following medical recommendation, pay from the Fund to Members grants in respect of reasonable Convalescence expenses for:
 - staying in a Convalescence Home (including the provision of physiotherapy and other allied treatments); or
 - travel to and from a Police Rehabilitation Centrein either case not met from any other source.
- 4.4.2 Without prejudice to the discretionary nature of the decision as to whether or not to pay expenses, such expenses will only be reimbursed:
 - if incurred in the United Kingdom;
 - if they do not exceed the Financial Limits;
 - if the Member is not entitled to be reimbursed for such expenses from any other source;
 - in respect of one visit per year to a Convalescence Home or Police Rehabilitation Centre or other facility as may be approved by the Fund from time to time; and
 - 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.

4.5 **Consultations**

- 4.5.1 The Company may, at the absolute discretion of the Management Committee, pay from the Fund the fee for a Consultation necessarily incurred

by any Protected Member, on receipt of an invoice from a Consultant or Specialist.

4.5.2 The Company may, at the absolute discretion of the Management Committee, pay from the Fund 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.

4.5.3 Any payment made shall be subject to the Financial Limits.

4.6 **Gifts**

4.6.1 The Management Committee may, in its absolute discretion, authorise the Fund to purchase:

- 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 Company.
- a Christmas gift for the child of a Member who has died; and
- a Christmas gift for a "preserved rate widow" (as defined by the Police Pension Regulations).

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

4.7 **Children's Grant**

4.7.1 Upon the death of a Member, the Company may, at the absolute discretion of the Management Committee, pay from the Fund to each child of the deceased a weekly sum, subject to the Financial Limits.

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

4.7.3 The weekly sum shall be payable quarterly in arrears.

4.7.4 The payment of the weekly sum shall cease upon the later of the following:

- the child's 16th birthday;
- if the child continues with full time education after the age of 16, until the child reaches the age of 18 or (if earlier) ceases to be in full time education (provided that the child is not in receipt of any other educational grant or provision excluding a loan) and for this purpose full time education means secondary school education and further or higher education requiring full time attendance on a course and at an educational establishment having been approved by the Fund.

4.7.5 Where the child is under the age of 16 years, the Management Committee shall cause the Fund to pay the weekly sum to the guardian of that child or

any other adult who has responsibility for the up-bringing or welfare of that child.

4.7.6 The Management Committee shall not be concerned with how such money is used by the guardian, other adult or child but if the Management Committee should in its absolute discretion, be of the opinion that such weekly sum is being used in an improper manner, then the Management Committee shall have absolute discretion to:

- cease making the payments; or
- vary the weekly sum; or
- pay the sums to another responsible adult.

4.8 Relevant Date

All Benefits are paid or provided at the absolute discretion of the Management Committee. Without prejudice to the generality of this discretion, if a Member has not paid his subscription up to and including any Relevant Date this will be one of the factors taken into account when determining whether to pay or provide a Benefit.

4.9 Qualifying Period

Save in exceptional circumstances (as determined by the Management Committee or the Secretary) a Member shall not be entitled to be considered for the receipt of any Benefit until the Member has been a Member for at least six months.

5. COMPOSITION AND DUTIES OF THE DIRECTORS AND THE MANAGEMENT COMMITTEE

5.1 General

5.1.1 The affairs of the Company shall be under the control of the Directors, except to the extent that the Directors have under these rules, the Company's articles of association or at a duly convened board meeting, delegated any part of their powers or functions to the Management Committee. The Management 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.

5.1.2 The Company may by ordinary resolution in general meeting appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director, but this rule is subject to the provisions of Article 25 of the Company's articles of association which states that no person may be appointed a Director at any general meeting unless he is recommended by the Management Committee and/or the Directors in accordance with the articles of association or these rules.

5.1.3 The Directors may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number

fixed by or in accordance with the Company's articles of association as the maximum number of Directors.

5.1.4 The Management Committee shall, subject to rule 5.4.7, consist of such persons as are from time to time appointed by the Directors at a duly convened board meeting or by written resolution(s) signed by each of the Directors and may include (without limitation) any Director and persons nominated by the respective organisations within the West Midlands Police as follows:

- up to one ACPO Representative;
- up to one Superintendents' Association Representative;
- up to nine Police Federation Representatives;
- one NARPO Representative for each of the five branches; and
- one representative from the Chaplaincy Department.

5.2 Tenure of Office

5.2.1 The Directors may at any time remove any person as a member of the Management Committee or as Secretary by resolution of the Directors at a duly convened board meeting or by written resolution(s) signed by each of the Directors.

5.2.2 A person appointed to the Management Committee shall, subject to rule 5.2.1, serve for a maximum period ending at the commencement of the next Appointments Meeting, however he shall, if he so wishes, be eligible for re-appointment.

5.2.3 If a vacancy occurs, the Directors may (but shall not be obliged to) ask any organisation referred to in rule 5.1.4 whose nominee has ceased to be a member of the Management Committee, to nominate a substitute and such substitute shall, subject to rule 5.2.1, serve on the Management Committee for the unexpired portion of the term of the person being replaced.

5.3 Frequency of Meetings and Quoracy

5.3.1 The Management Committee shall meet on at least six occasions in any 12 month period, usually on the first Friday of each calendar month or as soon as practicable thereafter. Any member of the Management Committee who is entitled to vote may convene a meeting of the Management Committee on reasonable notice.

5.3.2 A minimum of one third plus one (being, at the date of adoption of these rules, a total of six) of the members of the Management Committee having the right to vote shall form a quorum and be empowered to make binding decisions on all matters put before the meeting which have been delegated to them under these rules or at a duly convened board meeting of the Directors, for as long as the quorum continues to subsist.

5.3.3 Matters to be decided at a Management Committee meeting shall, subject to rule 5.3.4, be decided on a show of hands by simple majority of members

present and entitled to vote. Each member of the Management Committee shall have one vote apart from a member co-opted under rule 5.4.5 who shall have no vote.

- 5.3.4 In the case of an equality of votes at a meeting of the Management Committee, the chairman of the meeting shall have a second or casting vote.
- 5.3.5 If a member of the Management Committee fails to attend three consecutive meetings, the Management Committee may decide to refer the nomination back to the organisation that appointed him with a view to appointing a replacement.

5.4 Appointment Meetings, Chair of Meetings & Co-option

- 5.4.1 The Management Committee shall in each calendar year (and in any event no later than 15 months from the date of the preceding Appointments Meeting) hold an Appointments Meeting, at which as from the commencement of the meeting, the retirement of retiring members of the Management Committee and the taking up of their appointments by the newly appointed members of the Management Committee pursuant to rule 5.1.4. shall take place.
- 5.4.2 At an Appointments Meeting, the Chairman or if he is not present the Vice-Chairman who was appointed at the previous Appointments Meeting will preside until the appointment of the new Chairman or Vice-Chairman.
- 5.4.3 At an Appointments Meeting, the Management Committee:
 - shall from its appointed voting members appoint a Chairman, Vice-Chairman and Assistant Secretary, all of whom subject to rule 5.2.1 shall hold office until the appointment of the new Chairman, Vice Chairman or Assistant Secretary at the next Appointments Meeting. Provided that they continue as a voting member of the Management Committee, the Chairman, Vice-Chairman and Assistant Secretary shall be eligible for re-appointment;
 - shall appoint a Secretary, who subject to rule 5.2.1 shall hold office until the appointment of the new Secretary at the next Appointments Meeting, at such remuneration and upon such conditions as the Management Committee think fit. The Secretary shall be eligible for re-appointment.
 - may invite any person to be the Honorary President of the Benevolent Fund and may remove such person from the post at any time.
- 5.4.4 In the absence of the Chairman and the Vice-Chairman at any meeting of the Management Committee, the voting members of the Management Committee present shall vote one of their number as the Chair of the meeting for as long as the Chairman and Vice-Chairman are absent.

- 5.4.5 The Management Committee may co-opt any person as a member of the Management Committee for such purposes and subject to rule 5.2.1 for such time as it thinks fit but such co opted member of the Management Committee shall have no right to vote on any issue and nor shall a failure to give him notice of a meeting of the Management Committee affect the validity of the meeting.
- 5.4.6 The Management Committee may at any time delegate any of their duties or powers to one or more of the voting members of the Management Committee or to the Secretary on such terms as they may decide.
- 5.4.7 Any voting member of the Management Committee must be a Member.

5.5 **Financial Management**

- 5.5.1 The Company shall hold the Fund and all investments at any time representing the same or any part thereof and all income arising therefrom. The Fund shall be applied at the direction of the Management Committee in accordance with the provisions of these rules. The Directors shall carry out such duties and responsibilities which have not been delegated to the Management Committee under these rules and the articles of association of the Company including the overseeing of income and expenditure and the overseeing of any rules laid down by the Management Committee for the financial control of the Fund.
- 5.5.2 The Company shall from time to time invest or reinvest any part of the capital or income of the Fund as the Management Committee shall direct in such investments as are authorised by law or by the Management Committee.
- 5.5.3 The provisions set out in Appendix 4 shall regulate the expenditure of the monies held by the Fund.

5.6 **Accounts and Auditing**

- 5.6.1 The Management Committee shall cause the accounts of the Fund to be kept regularly in proper books of account and in particular shall keep separate accounts for items paid out as benefits and income received and monies paid out as expenses.
- 5.6.2 The Management Committee shall formulate a set of financial rules for the control of the Funds which they may amend from time to time.
- 5.6.3 The Management Committee shall at the end of each financial year of the Company submit all the accounts of the Company for audit to a suitably qualified professional auditor as provided by the Companies Act 2006.
- 5.6.4 Appointment of auditors shall take place at the Annual General Meeting.

6. GENERAL

- 6.1 To ensure that the information which the Company maintains about its Members is accurate, Members shall immediately notify the Company of any change of particulars such as for example, a change of name or address.
- 6.2 Subject always to the provisions of rule 6.3, no provision of these rules is enforceable by any person other than the Company or a Member and no third party shall be entitled to enforce any of these rules whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 6.3 All Benefits provided under these rules are granted at the absolute discretion of the Management Committee, whose decision shall be final and binding.
- 6.4 If there is any dispute as to the interpretation of any of these rules, the decision of the Directors shall be final and binding.
- 6.5 These rules may be revoked, supplemented or varied, from time to time or new rules introduced in their place by a resolution of the Directors. Save in the case of minor alterations, or alterations which the Directors consider in their absolute discretion 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 Directors being no earlier than the date which falls 30 days from the date of the resolution of the Directors or if the Directors failed to specify a date, the date which falls 30 days from the date of the resolution of the Directors. A copy of the current rules may be provided to a Member from time to time upon request and also posted on the Company's website.
- 6.6 The Company will hold and use information which any Member provides to the Company for the administration of the Fund and for any other purpose associated with the Fund. The Company may disclose such information to those involved in the provision of any benefits under the Fund (including those involved with any treatment or care). Medical information will be kept confidential and will be disclosed only to those involved with the treatment or care of a Member, including GP's and their agents. The Company may on occasions wish to inform a Member of products and services which it considers may be of interest to him. A Member can ask not to receive such materials by writing to the Company.
- 6.7 The Fund and these rules shall be governed by and construed in accordance with English Law.

7. REGISTERED ADDRESS

Each Member or proposed Member who is a police officer of any rank (including a special constable), who is in active service, whether on a full or part time basis or on a Career Break, by being or becoming a Member requests and consents to the address which is or is to be entered in the Company's register of Members as his registered address, as being the address from time to time of the headquarters, as determined by the Secretary of the Company, of the Qualifying Police Organisation which employs him, or such other address as such Member shall from time to time notify the Company in writing of, for such express purpose.

8. ELECTRONIC COMMUNICATIONS

- 8.1 Each Member who is a police officer of any rank (including a special constable) or is employed by a police force, who is in active service whether on a full or part time basis or on a Career Break, for the purposes of the Companies Act 2006 (or any statutory amendments, modifications or re-enactments thereof for the time being in force) hereby:
- 8.1.1 notifies the Company, that any copies of documents of any description or notices of meetings of any description, to be sent or given to him pursuant to such sections, may be taken to have been sent or given to him, if sent to him using electronic communications to his official e-mail address from time to time, as determined by the Secretary of the Company, within the Qualifying Police Organisation which employs him;
 - 8.1.2 agrees with the Company, that any such copy documents or notices may also be treated as having been sent or given to him, by virtue of him having access to such documents or notices on either any internal intranet web-site operated from time to time by the Qualifying Police Organisation which employs him or on any web-site operated by or on behalf of the Company from time to time; and
 - 8.1.3 agrees with the Company, that he may be notified of the publication of such copy documents and notices on such web-site or web-sites, the address of such web-site or web-sites, and the place or places on such web-site or web-sites where the documents or notices may be accessed and how they may be accessed, by e-mail to his e-mail address referred to in rule 8.1.1, by post to his registered address or by such other means as the Secretary of the Company may determine from time to time.
- 8.2 A notification given for the purpose of rule 8.1.3 must in the case of a notice:
- 8.2.1 state that it concerns a notice of a Company meeting served in accordance with the Companies Act 2006 (or any statutory amendment, modification or re-enactment thereof for the time being in force)
 - 8.2.2 specify the place, date and time of the meeting; and
 - 8.2.3 state whether the meeting is to be an annual or extraordinary general meeting.
- 8.3 The provisions of rule 8.1 are in addition to and without prejudice to the Members rights generally, with regard to electronic communications, as provided in the Company'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 2014

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 January 2014 until further notice

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

Rule No:	Benefit	Financial Limit (1 January 2014 until further notice)
4.1.1	Grants - Management Committee	No limit
4.1.1	Grants authorised by Chairman/Secretary (per Member per financial year of the Company)	£500
4.1.1	Grants - Management Committee (more than one grant per annum)	No limit
4.2.1	Death Grants	£3,500
4.2.1	Wreaths or floral tributes	£45
4.2.1	Donation to nominated charity	£45
4.3.1	Loans - Management Committee	No limit
4.3.2	Loans - authorised by Chairman/Secretary (per Member per financial year of the Company)	£500
4.4	Convalescence:	
4.4.1	Staying in Convalescence Home including physiotherapy and any allied treatments (one visit per Member per financial year up to a maximum of seven nights) chronic conditions and permanent disability excluded	£350
	Travel expenses for travel to and from a Police Rehabilitation Centre (per Member per financial year)	£60
	Convalescence expenses not met from any other source, Management Committee	No limit

4.5	Consultations per Protected Member (with protected rights) per financial year of the Company)	£600
4.5	Consultations per Protected Member (who is non-subscribing) per financial year of the Company	£100
4.6	Other expenses	No limit
4.6	Gifts small gift purchase of Christmas gifts for orphans (per child per financial year of the Company) purchase of Christmas gifts for "preserved rate widows" (as defined by Police Pension Regulations) (per widow per financial year of the Company)	£30 (up to a maximum of two gifts per financial year) £75 £100
4.7.1	Weekly sum (per child per week)	£25

APPENDIX 3 - EXPULSION OF MEMBER PROCEDURE AND APPEALS

1. Before any Member is expelled by the Management Committee pursuant to the provisions of rule 2.10, 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 2.10.
2. Any Expelled Member may appeal to a panel of the Directors ("the Appeals Panel") against such expulsion. The appeal process shall be administered as follows:
 - 2.1 The Appeals Panel shall consist of three members of the Directors and shall be chaired by the Chairman or, in his absence, by the Deputy-Chairman of the Directors; 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 Company within 14 days of being notified of his 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 Company 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 his 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 Company on the same terms as he 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 Management Committee reserves the right to suspend any Member's membership whilst it conducts an investigation as to whether or not 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 Company continues to accept subscriptions from a Member after the Company becomes aware of facts or circumstances that give rise or may give rise to grounds for expulsion as set out in rule 2.10, the rights reserved to the Management Committee in rule 2.10 shall not be prejudiced, notwithstanding that the Company 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 Company expressly reserves the right to recover from an Expelled Member any amounts outstanding or due to the Company and any sums paid to or on behalf of such Expelled Member.

APPENDIX 4 - AUTHORISATION AND CONTROL OF THE FUNDS EXPENDITURE

1. Withdrawals from the bank accounts of the Fund shall be authorised as follows:
 - 1.1 Cheques must be signed by any two of the following:
 - 1.1.1 the Chairman of the Management Committee;
 - 1.1.2 the Secretary of the Management Committee;
 - 1.1.3 the Assistant Secretary of the Management Committee;
 - 1.1.4 the Finance Manager of the Fund; and
 - 1.1.5 a Director of the Company.
 - 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 he 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.
- 1.4 Pre-signed cheques are only to be issued for computer generated payments as follows:

Amount	Pre-signed by	Countersigned by
Up to £250	Any two of five	Not required
£251 to £1000	Any two of five	Any one of five
£1000 upwards	Any two of five	Any two of five

2. If a member of the Management Committee, the Secretary of the Management Committee, a director of the Company or an employee of the Company (an "Official") is required to travel for Fund purposes then he will be reimbursed for expenses on the following basis and conditions:
 - 2.1 The Directors and members of the Management 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, the Official must provide receipts or other evidence 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 Secretary of the Management Committee; or
- 2.5.3 a Director of the Company.

3. All other administrative expenditure shall be authorised as follows:

Amount	Countersigned by
Up to £1000	Any two persons listed in paragraph 1
£1000 upwards	The Management Committee or board of Directors of the Company.

- 4 The Finance Manager shall be responsible for the maintenance of:
 - 3.1 a petty cash float of a maximum of £100; and
 - 3.2 a gift voucher float of a maximum of £1,800.
- 5 The Finance Manager and the Directors shall perform monthly internal audits and control checks to ensure that all expenditure is authorised within agreed limits and supported by the appropriate documentation. In addition the Finance Manager must ensure that accounting reconciliations are completed within agreed time limits.