**CONSTITUTION of the LOCAL PHARMACEUTICAL COMMITTEE**

**Sutton, Merton and Wandsworth LPC November 2014**

**1. Definitions**

In this Constitution –

“The Act” means the National Health Service Act 2006 as amended.

“The Committee” and “LPC” mean the Local Pharmaceutical Committee recognised by The NHS Commissioning Board, also known as NHS England (NHSE) under the provisions of the Act as representative of the persons providing pharmaceutical services and persons providing local pharmaceutical services from premises in the area for which the Committee is formed.

“Health and Wellbeing Board” (HWB), means the Local Authority’s Health and Wellbeing Board for the area or part of the area of the LPC.

“NHS Matters” include NHS Pharmaceutical Services commissioned by the NHSCB and NHS services commissioned under arrangements made with Local Authorities or Clinical Commissioning Groups.

“Persons providing pharmaceutical services” means persons whose names are included in the pharmaceutical list who provide pharmaceutical services in the area of the LPC, excluding suppliers of appliances only.

“Persons providing local pharmaceutical services” means persons who are providing local pharmaceutical services (LPS) under an LPS scheme or under a pilot scheme made with the NHSCB in the area for which the Committee is formed, and where the person has notified the NHSCB that he wishes to be represented by the Committee (and has not notified it that he wishes to cease to be so represented).

“Pharmacy contractor” means a person providing pharmaceutical services or a person providing local pharmaceutical services from registered pharmacy premises in the area for which the Committee is formed.

“Representative” means a person who has agreed with pharmacy contractor or contractors to represent the business interests of the pharmacy contractors at meetings of the Committee. The representative need not be employed by the pharmacy contractors, but should have sufficient knowledge of the pharmacy business to be able to undertake this role competently.

Chief Officer “” means the person employed or engaged by the Committee as its Secretary, Chief Officer or Chief Executive Officer.

“The Secretary of State” means the Secretary of State for Health.

**2. Name of Committee**

The Committee shall be known as the “Sutton, Merton and Wandsworth Local Pharmaceutical Committee”.

**3. Duties**

3.1. Governance and Finance

3.1.1. The Committee shall conduct its affairs in accordance with accepted principles of good governance, in particular the principles set out in Guidance for LPCs published by PSNC.

3.1.2. The Committee shall ensure that the appropriate structures and resources are in place to discharge its duties in a proper manner and the Committee may set up subcommittees of the Committee for this purpose.

3.1.3. The Committee shall maintain appropriate management and administrative structures to ensure the Committee’s business is carried out efficiently and effectively.

3.1.4. The Committee shall respond to any request for an inquiry by a contractor who believes that the Committee or an officer of the Committee has acted unconstitutionally, by holding a meeting of the Committee to deal with the matter and to report to all contractors represented by the Committee.

3.1.5. The Committee shall request the NHSCB to allot to the Committee such sums as are required to defray the Committee’s administrative expenses and for any sums so allotted to be taken from the monies available for the remuneration of pharmacy contractors.

3.2. Representation of pharmacy contractors

3.2.1. The Committee shall receive, and where appropriate respond to, consultations by the NHSCB and HWBs on behalf of the pharmacy contractors in the area for which the Committee is formed.

3.2.2. If there is no member of the Committee working in or representing a pharmacy contractor in the area of any of the HWBs listed in paragraph 4, the Committee shall ensure that there are adequate arrangements to ensure the representation of pharmacy contractors in those HWB areas is not compromised.

3.2.3. The Committee shall, where appropriate, respond to other national or local consultations which are relevant to the pharmacy contractors in the area for which the Committee is formed.

3.2.4. The Committee shall appoint or nominate representatives to any committee, subcommittee, working group or other body on which representation of pharmacy contractors is required.

3.2.5. The Committee shall make representations to the NHSCB and HWBs on matters of importance to pharmacy contractors.

3.2.6. The Committee shall make representations to the Pharmaceutical Services Negotiating Committee (PSNC) on matters of importance to pharmacy contractors.

3.3. Support for pharmacy contractors

3.3.1. The Committee shall ensure transparency and equality of information and opportunity for all pharmacy contractors in matters relating to the local commissioning of NHS services.

3.3.2. The Committee shall use its best endeavours to advise any pharmacy contractor who needs help or assistance on NHS matters. The LPC is not however, able to provide legal advice as this must be given by a qualified solicitor or by counsel. In cases where legal advice may be needed on matters relating generally to the LPC’s contractors, rather than relating to an individual contractor, the LPC may at its discretion, assist with funding such legal advice.

3.3.3. The Committee shall provide appropriate levels of guidance and support to pharmacy contractors or groups of pharmacy contractors in the formulation of bids for funds held at any level and advise on submissions for LPS and local commissioning.

3.3.4 The committee may assist in the establishment of a body corporate for the sole purpose of supporting the interests of pharmacy contractors, provided that the memorandum and articles of the body corporate are agreed at a general meeting of the committee by a two thirds majority of the total votes cast (including postal or bona fide e-votes).

3.3.5 The committee’s assistance of such a body corporate as mentioned in 3.3.4 above shall be withdrawn if requested by a majority of the pharmacy contractors voting (including by postal or bona fide e-vote) at a general meeting

3.3 6. The Committee shall consider any complaint made by any pharmacy contractor against another pharmacy contractor involving any question of the efficiency of the Pharmaceutical Services as empowered by Regulations.

3.4. Relationships with other bodies, in the interests of pharmacy contractors

3.4.1. The Committee shall aim to establish effective liaison with other bodies concerned with the National Health Service in the locality of the HWBs.

3.4.2. The Committee shall collaborate as appropriate with PSNC on all matters relating to the provision of pharmaceutical services and local pharmaceutical services.

3.4.3. The Committee shall have a duty to collaborate with other pharmaceutical bodies including other LPCs and other non-pharmaceutical bodies where this may be to the benefit of pharmacy contractors.

3.4.4 The committee shall respond to requests to investigate complaints made by such bodies alleging breaches of governance by members or officers of the committee.

**4. NHS Commissioning Board Recognition**

4.1 The Committee is recognised by the NHSCB under the provisions of section 167 the Act as representative of the pharmacy contractors in the area(s) of the Health and Wellbeing Boards:-

Sutton

Merton

Wandsworth

4.2 The committee is recognised by NHS England in relation to pharmaceutical services (which are commissioned by NHS England). As the services that can be provided by pharmacy contractors extends to those that may be commissioned by other commissioners including CCGs and Local Authorities, the committee will seek to gain recognition as the representative body for pharmacy contractors by building strong relationships with these other organisations.

**5. Membership**

5.1. The Committee shall determine the number of members of the Committee.

5.2. The members shall be pharmacy contractors or representatives of pharmacy contractors and shall be elected or appointed in accordance with the following paragraphs.

5.3. The Company Chemists’ Association (CCA) shall be entitled to appoint members to the Committee in proportion to the number of CCA member company pharmacy contractor premises in the area for which the Committee is formed. The CCA and member companies of the CCA shall not be eligible to participate in the election of other members.

5.4. The Association of Independent Multiple Pharmacies (AIMp) shall be entitled to appoint members to the Committee in proportion to the number of AIMp member company pharmacy contractor premises in the area for which the Committee is formed. The AIMp and member companies of the AIMp shall not be eligible to participate in the election of other members.

5.5. A pharmacy contractor other than a member company of the CCA or AIMp owning several pharmacies in the area for which the Committee is formed shall be entitled to appoint members to the Committee in proportion to the number of its pharmacy contractor premises in the area for which the committee is formed. . If a pharmacy contractor does appoint members, it shall not be eligible to participate in the election of other members.

5.6. Between elections, the Committee may appoint members to maintain the appropriate number of members, and if doing so, shall where possible ensure the composition of the Committee reflects the mix of pharmacy contractors in the area for which the Committee is formed.

5.7. If there is no elected or appointed member of the Committee working in or representing a pharmacy contractor with premises in each of the areas of the HWBs listed in paragraph 4, the Committee should, when appointing members under the provisions of paragraph 5.5, ensure where possible that there is at least one member in each HWB area.

5.8. The regional representative of the Pharmaceutical Services Negotiating Committee in whose region the Committee is located shall be at the discretion of the Committee to attend and speak at any meeting of the LPC, but may not vote unless he is a member of the LPC. The regional representative of the Pharmaceutical Services Negotiating Committee in whose region the Committee is located shall also be entitled to attend and speak at any meeting of pharmacy contractors called by the Committee, but may not vote unless he is a pharmacy contractor in the area for which the Committee is formed.

5.9. The Committee may invite observers to attend meetings of the Committee.

5.10 Observers may be allowed to speak at meetings of the Committee, but shall not have a right to vote.

**6. Appointment to the Committee**

6.1. The CCA shall notify the Committee of the identity of the members it wishes to be appointed to represent the CCA not later than three months after the date of the first meeting of the Committee or after any vacancy arising.

6.2. The AIMp shall notify the Committee of the identity of the members it wishes to be appointed to represent the AIMp not later than three months after the date of the first meeting of the Committee or after any vacancy arising.

6.3. Pharmacy contractors entitled to appoint members under paragraph 5.5 shall prior to any election, notify the Returning Officer whether it wishes to appoint members and if so, the number of members it wishes to appoint to the Committee, up to the entitlement calculated in accordance with paragraph 5.4 above, and shall notify the Committee of the identity of the members to be appointed not later than three months after the date of the first meeting of the Committee or after any vacancy arising.

**7. Election to the Committee**

7.1. An election shall take place every four years to elect the balance of the members, having regard to the number of members appointed in paragraphs 6.1, 6.2 and 6.3 above.

7.2. The election shall be by postal vote to be taken as soon as may be after the 1st day of January in each year when an election is held.

7.3. Electors

7.3.1. Every pharmacy contractor other than members of the CCA or AIMp or those that have exercised their rights to appoint members under paragraph 6.3 above shall be an elector and shall be entitled to participate in the election.

7.3.2. Each elector shall be entitled to receive, and vote on, one voting paper for each of his pharmacy contractor premises in the area for which the Committee is formed.

7.4. Returning Officer

7.4.1. The Returning Officer shall be a person other than an elector appointed for the purpose by the Committee and in the event of his absence, or inability to act, he shall appoint some person, other than an elector to take his place.

7.4.2. The Returning Officer shall determine the total number of pharmacy contractor premises in the area for which it is formed; the number of pharmacy contractor premises owned by CCA member companies in the area for which the Committee is formed; AIMp member companies in the area for which the Committee is formed, and identify any other pharmacy contractor owning a sufficient number of pharmacy contractor premises in the area for which the Committee is formed, together with the number of its premises to be eligible to appoint members under paragraph 5.5. The numbers shall be those existing on 31 October in the year preceding the election.

7.4.3. The Returning Officer shall notify the CCA of the number of places which it is entitled to appoint.

7.4.4 The CCA may, within 28 days from the date of despatch of the notice, inform the Returning Officer if it wishes to appoint fewer than the number of members to which it is entitled.

7.4.5. The Returning Officer shall notify the AIMp of the number of places which it is entitled to appoint.

7.4.6 The AIMp may, within 28 days from the date of despatch of the notice, inform the Returning Officer if it wishes to appoint fewer than the number of members to which it is entitled.

7.4.7. The Returning Officer shall notify any pharmacy contractor eligible to appoint members under paragraph 5.5, of the number of places which the pharmacy contractor is entitled to appoint.

7.4.8. The pharmacy contractor so notified may, within 28 days from the date of despatch of the notice, inform the Returning Officer of the number of persons it wishes to appoint. If the pharmacy contractor does not inform the Returning Officer that it is exercising its entitlement to appoint members to the Committee, the pharmacy contractor shall be eligible to participate in the election.

7.4.9. The Returning Officer shall then calculate the number of places to be filled by election.

7.4.10. In the event that the number of appointed members equals or exceeds the total size of the Committee, there shall be one additional place to be filled by election.

7.5. Nominations

7.5.1. The Returning Officer shall notify each elector of the number of members to be elected and invite nominations. The notice shall specify the last day and hour for the receipt of nominations and shall be sent so as to be delivered to the elector not less than fourteen days before the day specified thereon.

7.5.2. Candidates for election shall be nominated in writing on a form to include details of the candidates community pharmacy experience and skills. Nomination forms shall be supported by two different electors who shall not be the candidate or electors in which the candidate has a business interest. Candidates for election may not be members of AIMp or have a beneficial ownership in any pharmacy multiple that has exercised its rights under paragraph 6.3.

7.5.3. The nomination shall be valid only if it is received by the Returning Officer before the date and time specified in the notice. The Returning Officer will acknowledge receipt of each nomination.

7.5.4. Where the number of valid nomination forms received does not exceed the number of vacancies, the Returning Officer shall declare those candidates elected, otherwise a postal ballot shall be held.

7.5.5. If any vacancies remain unfilled because an insufficient number of candidates have been nominated, the persons elected to the Committee may fill the vacancies by appointing additional members.

7.6. Ballot

7.6.1. The Returning Officer shall despatch by post or electronically to each elector a voting paper setting out the date and time for receipt of votes, which shall be not less than 14 days from the date of despatch of the voting paper.

7.6.2. The voting paper shall list the name of each candidate and specify the number of votes to be cast on the voting paper, which shall be equal to the number of vacancies.

7.6.3. The voting papers shall be accompanied by the information included in the shaded boxes of the nomination forms.

7.6.4. The elector may cast up to the number of votes specified, but may not cast more than one vote for any candidate on each voting paper.

7.6.5. The voting paper shall be valid only if it is returned to the Returning Officer either by post fax or electronically so that it is received not later than the date and time specified on the voting paper.

7.6.6. The Returning Officer shall examine the voting papers, and after rejecting any that are invalid shall count the votes recorded on the remaining papers, and shall prepare a list of candidates in order of number of valid votes received.

7.6.7. The Returning Officer shall declare to be elected those persons who are highest on the list such that the vacancies are filled.

7.6.8. If the votes received by any two or more candidates are equal, additional places shall be assigned, if necessary, to avoid deciding by lot.

7.6.9. The Returning Officer shall give notice in writing of the result of the election to each of the persons elected and to all the candidates.

7.6.10. Where any document is, under this Constitution, required to be sent to an elector, it shall be deemed to have been duly sent if it has been delivered or posted direct to the address which is stated in the electors' list to be the address or the place of residence of the elector.

7.7. No election shall be invalid by reason of any misdescription or noncompliance with the provisions of this Constitution, or by reason of any miscounted or of the non-delivery, loss or miscarriage in the course of post of any document required or authorised by this Constitution to be dispatched by post if the election was conducted substantially in accordance with the provisions of the Constitution.

7.8. Any question as to the validity of any nomination form or voting paper or otherwise in connection with an election shall be determined by the Returning Officer.

**8. First Meeting of Committee**

If requested beforehand by the LPC, the Returning Officer shall give not less than seven days' notice to the Members of the Committee of the time and place of the first meeting.

**9. Appointment of Officers**

9.1. The Committee shall appoint a Chairman who needs to be a member of the Committee.

9.2. The Committee shall appoint at least one Vice – Chairman who needs to be a member of the Committee.

9.3. The Committee shall appoint a Treasurer who need not be a member of the Committee.

9.4. The Committee shall appoint a Chief Officer, who need not be a member of the Committee.

9.5. The Chief Officer shall forthwith notify all such appointments to the NHSCB and to the Pharmaceutical Services Negotiating Committee.

9.6. In the event of the death, resignation or removal from office of the Chairman, Vice-Chairman, Treasurer or Chief Officer so appointed, the Committee shall appoint a person to act in his place.

9.7. The officers shall be paid such remuneration and expenses if any as the Committee deems appropriate.

9.8 The Officers other than those who are employed by the Committee shall be appointed at the first meeting of the committee annually, and thereafter, shall be eligible for re-appointment.

**10. Duties of Officers**

10.1. The duties of the Chairman are to chair meetings of the LPC and where appropriate to lead delegations in meetings with the NHSCB, HWBs and other organisations as appropriate.

10.2. The duties of the Vice – Chairman are to deputise for the Chairman in case of absence or at the request of the Chairman.

10.3. The duties of the Treasurer are to be accountable for the proper management of all aspects of LPC finances.

10.4. The duties of the Chief Officer are determined by the LPC.

**11. Management of the Committee**

11.1. The Committee shall ensure the proper management of the business of the committee, in order to carry out effectively its duties as set out in Paragraph 3, and in compliance with the principles of good governance.

11.2. The Committee may ask the Pharmaceutical Services Negotiating Committee to mediate if problems cannot be resolved satisfactorily.

**12. Quorum**

12.1. The number of members of the Committee who shall form a quorum of the Committee shall be a simple majority of the total membership.

12.2. If neither the Chair nor the Vice Chair of the Committee are present at the time that a meeting of the LPC is scheduled to commence, the members present may appoint an appropriate person to act as Chair for the duration of that meeting, or until the Chair or Vice Chair attends.

13. **Term of Office**

Subject to paragraphs 14 and 16, members of the Committee shall hold office from 1 April in the year of the election or appointment for a period of 4 years

14. **Disqualification or Retirement of Members**

14.1. A member or officer of the LPC is expected to be a fit and proper person and shall at all times act in a way that preserves and protects the reputation of the committee.

14.1a Members shall, at all times, be mindful and pay due regard to the sensitive nature of the information and issues raised at meetings particularly where such information could be regarded as confidential or privileged. Members must not use such information, data or knowledge to gain personal advantage, whether professionally or financially. Furthermore, members must not relay or transfer such knowledge onto third parties for their gain or advantage. Failure to adhere to this constitutional clause both in spirit or deed, will be considered a disciplinary offence and may lead to dismissal from the committee and be subject to an external investigation.

14.1b members must not put themselves under any obligation that might influence their performance on the committee or their ability to reflect the interests of the contractors who elected or appointed them or to make decisions in the interests of the general body of contractors.

14.2. To ensure that the obligation described in 14.1.is satisfied, the committee may suspend or remove from membership by a simple majority any member or officer who personally, or where acting on behalf of a pharmacy contractor, that contractor:

* 14.2.1.is suspended from a pharmaceutical list in the area of the LPC
* 14.2.2.has been removed from the pharmaceutical list for a fitness to practice matter in the area of the LPC
* 14.2.3. has been suspended from a professional register by a professional regulatory body or other professional body
* 14.2.4 has been convicted of a criminal offence for which a penalty of imprisonment may be imposed

14.3. Before deciding whether or not to remove or suspend the member or officer from the committee, the committee shall ask the member for an explanation and may consider any written or verbal response, provided these have been provided within the reasonable timescales specified by the committee.

14.4. Any period of suspension shall be kept under review and shall be lifted if the committee is satisfied that the reputation of the committee will not be harmed.

14.5. A member or officer may only be removed from the committee under paragraph 14.1. if he or she, or the pharmacy contractor on whose behalf he/she acts, has been removed from a pharmaceutical list (in relation to a fitness to practice matter), a professional register, or has been sentenced to a term of imprisonment.

14.6 A person removed from the committee under 14.1. shall be ineligible for election or appointment to the committee for a period of 12 months.

14.7 Where a member of the Committee was at the time of his election a pharmacy contractor and he ceases to be a pharmacy contractor in the area for which the Committee is formed, he shall vacate his seat, although he will be eligible for appointment by the Committee.

14.8. Where a member of the Committee was at the time of his election or appointment acting on behalf of a pharmacy contractor and either the pharmacy contractor whom he represents ceases to be a pharmacy contractor in the area for which the Committee is formed, or the pharmacy contractor whom he represents notifies the Committee that the member no longer represents that pharmacy contractor, he shall vacate his seat, although he will be eligible for appointment by the Committee.

14.9. Where a member of the Committee was at the time of his appointment a representative of the CCA and the CCA notifies the Committee that the member no longer represents the CCA, he shall vacate his seat.

14.10. Where a member of the Committee was at the time of his appointment a representative of the AIM and the AIMp notifies the Committee that the member no longer represents the AIMp, he shall vacate his seat.

14.11. Where an elected or appointed member of the Committee has been absent from three consecutive ordinary meetings of the Committee to which he has been summoned, the Committee shall invite an explanation and declare his seat has been vacated unless satisfied that his absence was due to reasonable cause. A member disqualified for non attendance shall not be eligible to be appointed or elected to the Committee for the remainder of the Term of Office of the Committee.

14.12. Notwithstanding paragraph 14.11 above, where an elected or appointed member of the Committee has been absent from more than 50% of the ordinary meetings of the Committee to which he has been summoned in any 12 month period, the Committee shall invite an explanation and declare his seat has been vacated unless satisfied that his absence was due to reasonable cause. A member disqualified for non attendance shall not be eligible to be appointed or elected to the Committee for the remainder of the Term of Office of the Committee.

14.13. A member of the Committee may, at any time, by notice in writing signed by him and delivered to the Chief Officer to the Committee, resign his office.

15. **Method of Filling Vacancies**

15.1. Where by reason of the removal, resignation, death or disqualification of an elected or appointed member of the Committee, or a nominating body fails to nominate within three months of the first meeting of the Committee a member to occupy a reserved place, a vacancy in the membership of the Committee occurs, the Committee may, within a reasonable period after its occurrence, appoint a person to fill the vacancy.

15.2. In appointing a person to fill a vacancy between elections, the Committee will determine the contractor mix in the area for which it is formed and shall where possible appoint such a person as ensures the membership of the Committee reflects the current contractor profile.

15.3. If the person to be appointed is to be representative of the CCA, the Chief Officer shall inform the CCA and seek recommendations of the person to be appointed, and the Committee shall appoint such person recommended.

15.4. If the person to be appointed is to be representative of the AIMp, the Chief Officer shall inform the AIMp and seek recommendations of the person to be appointed, and the Committee shall appoint such person recommended.

15.5. If the person to be appointed is to be representative of a pharmacy contractor eligible to appoint members to the committee under paragraph 5.5, the Chief Officer shall inform the pharmacy contractor and seek recommendations of the person to be appointed, and the Committee shall appoint such person recommended.

15.6. If the person to be appointed is to be representative of pharmacy contractors who are eligible to vote in an election, the Chief Officer shall notify such pharmacy contractors of the vacancy, and invite expressions of interest. Expressions of interest will be considered if they are received by the Secretary within 7 days of despatch of the notice. The Committee shall appoint the person who, in its opinion, is the most suitable, without holding an election.

15.7. The person so appointed shall hold office for the remainder of the period for which the member in whose place he is appointed would have been entitled to hold office.

15.8. Pending any such appointment, the proceedings of the Committee shall not be invalid by reason of such vacancy.

**16. Information to be sent to the NHSCB & the Pharmaceutical Services Negotiating Committee**

16.1 The Chief Officer shall, as soon as practical, inform the NHSCB and the Pharmaceutical Services Negotiating Committee of the names and addresses of the persons appointed to the Committee and of changes arising from vacancies in the membership of the Committee.

16.2. The committee shall, on request, send to the NHSCB a copy of the committee’s agendas and minutes of any meetings or parts of meetings that were “open” (non-confidential).

**17. Suspension / removal of members for breach of governance**

17.1. Any member or officer of the Committee, or pharmacy contractor in the area for which the Committee is formed, may make a complaint to the Committee about an alleged breach of governance by any member or officer of the Committee.

17.2. The Chairman, or if the complaint concerns the Chairman, the Vice-Chairman shall make arrangements for any such allegation, or an allegation made under paragraph 3.4.4 to be investigated, if appropriate by a member, officer or governance panel of another Local Pharmaceutical Committee, and a report of the investigation and its findings shall be prepared.

17.3. The member or officer shall be invited to provide an explanation or to comment to the investigator before the report is prepared.

17.4. On receipt of the report, the Committee shall decide whether the allegations appear to be substantiated and to decide whether the principles of good governance have been breached.

17.5. If the Committee decides that there has been such a breach, the Committee may decide:

17.5.1. To take no further action;

17.5.2. To issue a warning to the officer or member;

17.5.3. To suspend the member from the Committee for a specified

period; or

17.5.4. To remove the officer or member from the Committee. In this case, the member shall not be eligible for election or appointment to the Committee for the current Term of the Committee.

17.6. In the event of a tied vote, the Chairman (or the Vice-Chairman if the case involves the Chairman) shall have a second, or casting vote.

**18. Annual Report and Annual General Meeting**

18.1. The Committee shall prepare each year a report of its proceedings together with a statement of accounts which have been examined by an independent professionally qualified accountant who holds a practicing certificate and this report and statement of accounts shall be circulated to all pharmacy contractors and the Pharmaceutical Services Negotiating Committee within six months of the completion of the period to which the report relates.

18.2. Within six months of the end of the Committee's financial year an annual general meeting will be convened with at least 30 days notice given to contractors. The Notice shall be accompanied by the statement of accounts or shall include the web address on which the statement of accounts can be accessed. A postal voting form to permit pharmacy contractors to cast a postal vote whether to approve the accounts will be provided in hard copy or be made available by email or on a website, should they be unable to attend the annual general meeting.

18.3. A postal vote shall be valid only if sent by the pharmacy contractor so as to be received by the Chief Officer not later than 48 hours before the date and time the annual general meeting is scheduled to begin.

18.4. A pharmacy contractor who has sent a postal or e-vote may attend and vote at the annual general meeting, but must notify the Chief Officer of his presence at the meeting before he casts his vote, and his postal vote will then be invalid.

18.5. At the annual general meeting the annual report will be presented and any other business as necessary conducted.

18.6. The Committee shall seek the approval of the accounts at the annual general meeting by ballot of pharmacy contractors. The accounts shall be approved if the total votes cast in favour of approval, in person and by valid postal or e-vote exceed those votes cast opposing acceptance of the accounts, in person and by valid postal vote.

18.7. A pharmacy contractor voting by post or e-vote at any general meeting shall be entitled to cast one vote for each of his pharmacy contractor premises in the area for which the Committee is formed.

18.8 In paragraph 18(1) ‘circulated’ includes circulating of hard copies, or by email or by publishing on a web site and bringing to the attention of the intended recipient the web address at which the recipient is able to access the Report.

**19. Amendment of Constitution**

19.1. This constitution may be amended only in accordance with the procedure in this section.

19.2. The Chief Officer shall, if requested so to do by not less than two-thirds of the members of the Committee or one-third of the pharmacy contractors summon a special general meeting of the contractors, and shall give not less than seven clear days notice to each pharmacy contractor, stating the time and place of the meeting and the proposed amendments of the constitution for which it has been summoned.

19.3. The meeting summons will also include a voting form to allow the contractor to register a vote on the amendment by returning the form to the LPC Chief Officer at any time before the vote is taken at the meeting.

19.4. In this paragraph a pharmacy contractor is to be interpreted as one contractor for each of the pharmacy contractor premises he owns in the area for which the Committee is formed.

19.5. Any amendment to the constitution must be carried by a two-thirds majority of the total votes cast.

19.6. The Chief Officer shall at the same time as issuing the summons under Paragraph 19.2, notify the Chief Executive Officer of the Pharmaceutical Services Negotiating Committee of any proposed amendment to the constitution, and shall include a copy of the summons.

20. **Finance**

20.1. The income and property of the LPC shall be applied solely towards the promotion of the functions set out in paragraph 3, and any surplus in any one year shall be carried forward into subsequent years.

20.2. The expenses of the Committee and, through the Committee, of the Pharmaceutical Services Negotiating Committee be met at the discretion of, by contributions from pharmacy contractors in the area for which the Committee is formed.

20.3. The Committee shall have authority to agree payment of remuneration and expenses to officers of the Committee, and expenses and attendance allowances to members of the Committee engaged on Committee business.

20.4 The committee shall publish details of payments made under paragraph 20.3 together with any payments made for pooled resources under paragraph 3.1.4 or in loans used for the establishment or assistance of bodies corporate established under paragraph 3.3.4. with the accounts presented with the annual report.

20.5. The Committee shall have authority to agree payment of remuneration and expenses to employees of the Committee.

20.6.The LPC shall have the authority to acquire any freehold or leasehold property for the purpose of carrying out any of its functions set out in paragraph 3.