



**League of Friends**  
St Mary's Hospital, Portsmouth

## Constitution

1. Name

The name of the **Charity** is the League of Friends,  
St. Mary's Hospital, Portsmouth

2. Objects

To support patients and former patients of St Mary's Hospital, Milton Road, Portsmouth ("the hospital") and others in the community who are sick, convalescent, disabled, handicapped or in need of support and assistance and generally to support the charitable work of the Community Health Campus.

3. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 3.1 To educate the public in the needs of the users of St. Mary's Hospital, Portsmouth and to mobilise, encourage, foster and maintain the interest and support of the public in the said St. Mary's Hospital
- 3.2 To supplement the service provided by the St. Mary's Hospital for the health welfare and comfort of the users and staff therein and other persons in the community, by the provision of facilities, buildings and equipment which may be required for the treatment of such users, or, for the efficient running of St. Mary's Hospital
- 3.3 To provide, or assist in the provision of, amenities in St. Mary's Hospital for patients and staff, including the provision and running of shops in such establishments, the establishment of clubs, health and recreation centres, hostels and rest and convalescent or rehabilitation homes for the use and benefit of such persons.
- 3.4 To promote or undertake study or research and disseminate the results of such research.
- 3.5 To provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind.

- 3.6 To publish, produce, print and distribute anything in any media.
- 3.7 To co-operate and enter into any arrangements with other bodies, governments, authorities or any person, company or association.
- 3.8 To support, administer or set up other charities.
- 3.9 To raise funds.
- 3.10 To borrow money, invite or receive contributions or grants, enter into contracts, seek subscriptions and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).
- 3.11 To acquire, buy, take on lease, sell, share or otherwise dispose of, hire, charge or mortgage property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 3.12 To construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land.
- 3.13 To make or receive grants or loans of money and to give any guarantee or indemnity in respect of the Charity's liabilities.
- 3.14 To set aside funds for special purposes or as reserves against future expenditure.
- 3.15 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification).
- 3.16 To delegate the management of investments to a financial expert, but only on terms that:
- (1) investments are in keeping with the formally adopted Investment policy;
  - (2) every transaction is reported promptly to the Trustees;
  - (3) the performance of the investments is reviewed regularly with the Trustees;
  - (4) the Trustees are entitled to cancel the delegation arrangement at any time;
  - (5) the investment policy and the delegation arrangement are reviewed at least once a **year**;

- (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are reported promptly to the Trustees on receipt;
  - (7) the financial expert must not do anything outside the powers of the Trustees.
- 3.17 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
  - 3.18 To provide Indemnity Insurance for the Trustees.
  - 3.19 Subject to sub-clause 9.3, to employ paid or unpaid agents, staff and professional or other advisers.
  - 3.20 To enter into contracts to provide services to or on behalf of other bodies.
  - 3.21 To open and operate bank accounts and other banking facilities.
  - 3.22 To establish, support, federate with or join or amalgamate with any charities.
  - 3.23 To transfer to or to purchase or otherwise acquire from any charities any property, assets or liabilities, and to perform any of their engagements.
  - 3.24 To accept any property upon or on any special trusts.
  - 3.25 To assist with the establishment of new charities and to foster co-operation and intercommunication between such *charities*, other charitable institutions, Local Authorities, Healthcare centre Authorities and National Health Service Authorities/*Courts*, The Court Service, The Lord Chancellor's Department, Magistrates Courts Committees, MCSI Inspection of Court Services, and other court related bodies/Prisons and HM Prison Service Authorities.
  - 3.26 To do anything else within the law which promotes or helps to promote the Objects.

#### 4. Membership

- 4.1 **Membership** is open to any individual or organisation interested in promoting the Objects.
- 4.2 The Trustees may establish different classes of membership, prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 4.3 The Trustees must keep a register of **members**.
- 4.4 A member whose subscription is six months in arrears ceases to be a member but may be reinstated on payment of the amount due.
- 4.5 A member may resign by **written** notice to the Charity.

4.6 The Trustees may by resolution terminate the membership of any member on the ground that in their reasonable opinion the member's continued membership would be harmful to the Charity. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member puts forward within 14 **clear days** after receiving notice.

4.7 Membership of the Charity is not transferable.

## 5. General Meetings

5.1 Members are entitled to attend general meetings of the Charity either in person or through an **authorized representative**. General meetings are called on at least 21 clear days' written notice to the members specifying the business to be transacted.

5.2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least 6 members.

5.3 The Deputy Chairman (if the Chairman is unable or unwilling to do so) or some other member elected by those present may **preside** at a general meeting.

5.4 Except where otherwise provided by this Constitution, every issue at a general meeting is determined by a simple majority of votes cast by the members present in person or through an authorised representative.

5.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or through an authorised representative is entitled to one vote on every issue.

5.6 Except at first, an **AGM** must be held in every year. The first AGM may be held at any time within 18 months after the formation of the Charity.

5.7 At an AGM the members:

- (1) receive the accounts of the Charity for the previous **financial year**;
- (2) receive the report of the Trustees on the Charity's activities since the previous AGM;
- (3) accept the retirement of those **elected Trustees** who wish to retire or are retiring by rotation;
- (4) elect Trustees to fill the vacancies arising;
- (5) elect from among the members a Chairman to hold office from the end of the AGM until the end of the next AGM;
- (6) appoint an auditor or independent examiner for the Charity where required;

- (7) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
- (8) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

5.8 Any general meeting which is not an AGM is an **EGM**.

5.9 An EGM may be called at any time by the Trustees and must be called within 14 clear days after a written request to the Trustees from at least 7 members.

## 6. The Trustees

6.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.

6.2 The Trustees when complete consists of at least three and not more than 7 individuals, all of whom must be members or authorised representatives.

6.3 The Trustees consist of:

- (1) the Chairman;
- (2) up to six elected Trustees one of whom may be appointed Deputy Chairman. One third (or the number nearest one third) of the elected Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots;
- (3) up to two **co-opted Trustees**, appointed by resolution of the Trustees to hold office until the end of the next AGM.

6.4 A retiring Trustee who remains qualified may be re-appointed or re-elected.

6.5 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.

6.6 A Trustee's term of office automatically terminates if he or she:

- (1) is disqualified under the Charities Act from acting as a charity trustee;
- (2) is incapable, whether mentally or physically, of managing his or her own affairs;
- (3) is absent without notice from 3 consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- (4) ceases to be a member of the Charity but such a person may be reinstated by resolution of all the other members of the Trustees on resuming membership of the Charity before the next AGM;

- (5) resigns by written notice to the Trustees but only if at least two Trustees members will remain in office;
  - (6) is removed by a resolution passed by all the other Trustees after they have invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 6.7 A retiring Trustee is entitled on written request to an indemnity from the continuing Trustees at the expense of the Charity in respect of any liabilities properly incurred while he or she held office.
- 6.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 6.9 When a trustee's term of office ends or they resign he or she must return all items belonging to the charity including documents, passwords and keys which were used for promoting the objects of the charity.

## 7. Trustees' proceedings

- 7.1 The Trustees must hold at least 3 meetings each year.
- 7.2 A quorum at a meeting of the Trustees is 2 Trustees.
- 7.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all other participants.
- 7.4 The Chairman or Deputy Chairman (if the Chairman is unable or unwilling to do so) or some other member of the Trustees chosen by the Trustees present presides at each meeting of the Trustees.
- 7.5 Every issue may be determined by a simple majority of the votes cast at a meeting of the Trustees but a resolution which is in writing and signed by all the Trustees is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 7.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 7.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Trustees.

## 8. Trustees' powers

The Trustees have the following powers in the administration of the Charity:

- 8.1 To appoint a Treasurer and other honorary officers from the members
- 8.2 To delegate any of their functions to committees consisting of two or more individuals appointed by them but at least **two** members of every committee

must be Trustees and all proceedings of committees must be reported promptly to the Trustees.

- 8.3 To make standing orders consistent with this Constitution to govern proceedings at general meetings.
- 8.4 To make rules consistent with this Constitution to govern their proceedings and proceedings of committees.
- 8.5 To make regulations consistent with this Constitution to govern the administration of the Charity including the operation of bank accounts and the commitment of funds.
- 8.6 To resolve, or establish procedures to assist the resolution of, disputes within the Charity.
- 8.7 To exercise any powers of the Charity which are not reserved to a general meeting.
- 8.8 To set the annual subscription (if any) of its members and determine the payment date of such subscription.

#### 9. Benefits to members and Trustees

- 9.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members or the Trustees.
- 9.2 No Trustee may receive any payment of money or other **material benefit** (whether direct or indirect) from the Charity except:
  - (1) under sub-clauses 3.18 (indemnity insurance) and 9.3 (contractual payments);
  - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
  - (3) interest at a reasonable rate on money lent to the Charity;
  - (4) a reasonable rent or hiring fee for property let or hired to the Charity;
  - (5) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - (6) payment to a company in which the Trustee has no more than a 1 per cent shareholding;
  - (7) charitable benefits in his or her capacity as a **beneficiary**; and
  - (8) in exceptional cases, other payments or material benefits (but only with the prior written approval of the Commission).

9.3 A Trustee may not be an employee of the Charity, but a Trustee or **connected person** may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit, but only if:

- (1) the goods or services are actually required by the Charity;
- (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in sub-clause 9.4; and
- (3) not more than **half** of the Trustees are interested in any such contract in any one financial year.

9.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:

- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter;
- (2) be absent from that part of the meeting unless expressly invited to remain in order to provide information;
- (3) not be counted in the quorum for that part of the meeting;
- (4) be absent during the vote and have no vote on the matter.

## 10. Property and Funds

10.1 Funds which are not required for immediate use (including those which will be required for use at a future date) must be placed on deposit or invested in accordance with clause 3.15 until needed.

10.2 Investments and other property of the Charity may be held:

- (1) in the names of the Trustees for the time being (or in the corporate name of the Trustees if incorporated under the Charities Act);
- (2) in the name of a nominee company acting under the control of the Trustees or of a financial expert acting on their instructions;
- (3) in the name of at least two and up to four holding trustees for the Charity who may be appointed (and removed) by resolution of the Trustees;
- (4) in the name of a **trust corporation** as a holding trustee for the Charity, which must be appointed (and may be removed) by deed executed by the Trustees;



(5) in the case of land, by the Official Custodian for Charities under an order of the Commission or the Court.

10.3 Documents and physical assets may be deposited with any company registered or having a place of business in England and Wales as **custodian**.

10.4 Any nominee company acting under sub-clause 10.2(2), any trust corporation appointed under sub-clause 10.2(4) and any custodian appointed under sub-clause 10.3 may be paid reasonable fees.

## 11. Records and Accounts

11.1 The Trustees must comply with the requirements of the Charities Act as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the Commission of:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

11.2 The Trustees must keep proper records of:

- (1) all proceedings at general meetings;
- (2) all proceedings at meetings of Trustees;
- (3) all reports of committees; and
- (4) all professional advice obtained.

11.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members if the Trustees so decide.

11.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within **two months**, to any other person who makes a written request and pays the Charity's reasonable costs.

## 12. Notices

12.1 Notices under this Constitution may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper or any journal distributed by the Charity.

12.2 The address at which a member is entitled to receive notices is the address noted in the register of members (or, if none, the last known address).

12.3 Any notice given in accordance with this Constitution is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class post or overseas post to that address;
- (4) on the date of publication of a journal or newspaper containing the notice;
- (5) on being handed to the member or its authorised representative personally or, if earlier,
- (6) as soon as the member acknowledges actual receipt.

12.4 A technical defect in the giving of notice of which the members or the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

### 13. Amendments

This Constitution may be amended at a general meeting by a **two-thirds** majority of the votes cast, but:

13.1 The members must be given **21** clear days' notice of the proposed amendments.

13.2 No amendment is valid if it would make a **fundamental change** to the Objects or to this clause or destroy the charitable status of the Charity.

13.3 Clause 9 may not be amended without the prior written consent of the Commission.

13.4 A copy of the amended Constitution must be submitted to the Charity Commission.

### 14. Dissolution

14.1 If at any time members at a general meeting decide to dissolve the Charity, the Trustees will remain in office as charity trustees and will be responsible for the orderly winding up of the Charity's affairs.

14.2 After making provision for all outstanding liabilities of the Charity, the Trustees must apply the remaining property and funds in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (2) directly for the Objects or charitable purposes within or similar to the Objects; or
- (3) in such other manner consistent with charitable status as the Commission approve in writing in advance.

14.3 A final report and statement of account relating to the Charity must be sent to the Commission.

## 15. Interpretation

In this Constitution:

15.1 'AGM' means an annual general meeting of the Charity;

'area of benefit' means the unitary boundaries of Portsmouth City and South East Hampshire;

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity;

'beneficiary' means a beneficiary of the Charity;

'the Chairman' means the chairman of the Charity elected at the AGM;

'the Charity' means the charity comprised in this Constitution;

'charity trustees' has the meaning prescribed by section 97(1) of the Charities Act;

'the Charities Act' means the Charities Act 1993;

'clear day' means 24 hours from midnight following the relevant event;

'the Commission' means the Charity Commissioners for England and Wales;

'connected person' means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any **firm** of which a Trustee is a member or employee or a company of which a Trustee is a director, employee or shareholder being beneficially entitled to more than 1 per cent of the share capital;

'co-opted Trustees' means those Trustees who are appointed by the Trustees in accordance with clause 6.3(3);

‘custodian’ has the meaning prescribed by section 17(2) of the Trustee Act 2000;

‘EGM’ means a general meeting of the members of the Charity which is not an AGM;

‘elected Trustees’ means those Trustees who are elected at the AGM;

‘financial expert’ means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Charity’s financial year;

‘firm’ includes a limited liability partnership;

‘fundamental change’ means such a change as would not have been within the reasonable contemplation of a person making a donation to the Charity;

‘holding trustee’ means an individual or corporate body responsible for holding the title to property but not authorised to make any decisions relating to its use, investment or disposal;

‘indemnity insurance’ means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘independent examiner’ has the meaning prescribed by section 43(3)(a) of the Charities Act;

‘material benefit’ means a benefit which may not be financial but has a monetary value;

‘member’ and ‘membership’ refer to membership of the Charity;

‘months’ means calendar months;

‘nominated Trustees’ means those Trustees appointed by outside persons or bodies in accordance with clause 6.3(3);

‘the Objects’ means the charitable objects of the Charity set out in clause 2;

‘taxable trading’ means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects;

‘trust corporation’ has the meaning prescribed by section 205(1)(cxxviii) of the Law of Property Act 1925 (but does not include the Public Trustee);

‘the Trustee’ means a member of the governing body of the Charity and ‘Trustees’ the members of the governing body;

'written' or 'in writing' refers to a legible document on paper including a fax message;

'year' means calendar year.

- 15.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.