CONSTITUTION OF

THE Buckinghamshire

LOCAL OPTICAL COMMITTEE

This constitution is based on the model constitution for locs published by LOCSU in April 2025 following consultation with locs and with legal advice from Hempsons LLP.

This constitution has been prepared in accordance with the guidance notes and Limitations of Liability (page two).

CONSTITUTION OF THE Buckinghamshire **LOCAL OPTICAL COMMITTEE**

ADOPTED ON 30 April 2026

SECTION 1 – DEFINITIONS

1 The definitions and rules for interpretation set out in Schedule 1 shall apply to this Constitution.

SECTION 2 - NAME, AREA AND LEGAL CONTEXT

2 The LOC shall be known and referred to as the Buckinghamshire Local Optical Committee.

3 The LOC has been recognised by the Commissioning Organisation as the LOC for the Area in accordance with Section 125 (1) of the NHS Act.

SECTION 3 – THE LOC

4 Functions

4.1 The functions of the LOC are to:

4.1.1 be representative of its Constituents, being its Local GOS Contractors and Local GOS Performers within the Area;

4.1.2 co-operate with the Commissioning Organisation in any request to consult with the LOC, as and when may be required by the Commissioning Organisation under the Regulations.

4.1.3 perform such other functions as may be prescribed from time to time under Section 125 (8) of the NHS Act;

4.1.4 determine the level of Statutory Levy for each Financial Year and consider other sources of funding required by the LOC; and

4.1.5 raise additional funds for and carry out specific projects or purposes in accordance with Schedule 3.

5 Composition, eligibility, election, term and retirement

5.1 The LOC shall be composed of those eligible to be LOC Members in accordance with Schedule 2.

5.2 Schedule 2 also provides for the election process for the LOC Members, cessation of their appointment and the conduct of meetings of the LOC Members.

6 Meetings

6.1 The LOC will meet not less than three times in each Financial Year, in addition to the Annual General Meeting (AGM) or any Extraordinary General Meeting (EGM) (as set out in Section 6); meetings shall be called and conducted in accordance with Schedule 2.

6.2 Written minutes of each meeting shall be taken, circulated by email to each LOC Member ahead of the next meeting and shall, at the next meeting and subject to any agreed amendments, be approved electronically or signed by the Chair as an accurate record of the meeting (if approved electronically, the approval is to be recorded in the minutes).

6.3 Minutes may, at the discretion of the LOC, be divided into two parts; one part dealing with matters that the LOC decide (at their discretion) contain Confidential Information or are sensitive and the other part dealing with all other matters.

6.4 Minutes of each meeting, once signed by the Chair or approved electronically, shall be published, and made available to the Constituents in accordance with the procedure in Schedule 2, excluding any sections that the LOC determine should be omitted on the basis that they contain Confidential Information or are sensitive.

6.5 The minutes of LOC meetings must be kept for at least 6 years from the date of the meeting.

7 Conflicts of Interests

7.1 Any conflicts of interest shall be recorded and managed in accordance with the conflict provisions in Schedule 2.

8 Delegation

8.1 The LOC may delegate any of its functions, with or without restrictions or conditions, to sub-committees composed of LOC Members and any other persons co-opted on such terms as the LOC considers appropriate.

8.2 The LOC and any sub-committee formed by it may engage LOCSU, or any other contractor to deliver support in the fulfilment of the functions of the LOC or sub-committee.

9 Complaints

9.1 Any complaints in relation to the LOC, a sub-committee or any LOC Member or sub-committee member will be managed appropriately and in a timely manner in accordance with the complaints procedure in Schedule 2.

SECTION 4 - FUNDING

10 The LOC will exercise strict financial management, in accordance with its financial policies and as a not-for-profit organisation, when exercising its powers, including and not limited to setting the Statutory Levy and managing the Reserves.

11 Statutory Levy

11.1 The LOC will prepare a Statutory Levy Report before the start of each Financial Year, to determine the running costs (known as the Administrative Expenses) of the LOC for the Financial Year ahead. The LOC will use the forecast of running costs to set the level of the Statutory Levy for the following Financial Year in accordance with Schedule 3.

11.2 Following preparation of the Financial Forecast Report, the LOC shall present this to the Constituents at the next AGM and inform them of the intended level for the Statutory Levy for the next Financial Year.

11.3 Following the AGM, the LOC shall, in accordance with Section 125 (10) of the NHS Act, request the Commissioning Organisation to allot to the LOC such sums as the Commissioning Organisation may determine for defraying the Administrative Expenses, taking into account the appropriate deductions in accordance with the set level of the Statutory Levy from remuneration of the GOS sight test fees payable to the Local GOS Contractors.

12 Other sources of funding

12.1 The LOC may seek additional funding from Constituents and others on such terms and for such purposes as the LOC may from time to time decide, in accordance with Schedule 3.

12.2 The LOC, at its discretion, may offer and provide services (and charge for those services) to any such other recipients as the LOC may determine, provided that, in the provision of services to other recipients, the Statutory Levy does not in any way subsidise those services.

12.3 The LOC may also secure any other legitimate sources of funding, as the LOC may determine, including for the avoidance of doubt grants and/or sponsorship, provided that the LOC considers and determines that there would be no inappropriate conflict of interest or conflict with the functions of the LOC (as set out at clause 4) in securing such additional sources of funding.

13 Accounts and Annual Reports

13.1 The LOC shall maintain accounts clearly showing:

13.1.1 the Statutory Levy income separate to the other sources of income raised for the LOC under clause 11 and/or 12 of this Constitution;

13.1.2 the amount allotted and paid to the LOC for the relevant Financial Year in relation to the Statutory Levy;

13.1.3 the actual Administrative Expenses incurred in the relevant Financial Year;

13.1.4 any Reserves retained by the LOC from the Statutory Levy; and

13.1.5 all other sources of funding received, the expenses set off against that funding in the relevant Financial Year and any Reserves retained by the LOC from that funding.

13.2 At the end of each Financial Year the LOC will prepare the Accounts and appoint a Registered Accountant or Other Appropriately Qualified Person to verify the Accounts and provide a Statement of Verification.

13.3 At the end of the Financial Year the LOC will prepare a Financial Forecast Report for the financial year ahead and this will be presented to the Constituents at the AGM alongside the Annual Financial Report and the Accounts (as verified in accordance with clause 13.2).

14 Reserves

14.1 The LOC shall account separately for each income source (Statutory Levy, and any other source of funding derived under clause 12) and Reserves that the LOC decides to hold and shall not consolidate them into a single reserve.

14.2 The total aggregate of all Reserves in any Financial Year shall not exceed the amount specified in the Annual Financial Report and shall be consistent with the recommendations set out in Schedule 3 and the Reserves Policy (if any) set out in the Annual Financial Report.

SECTION 5 – CONSTITUENTS

15 Directory of Constituents

15.1 The Constituents shall consist of:

15.1.1 each person (including a body corporate) who, under a GOS contract entered into by them, is providing Primary Ophthalmic Services in the Area as described in section 125(2) of the NHS Act; and

15.1.2 each optometrist who is not a Local GOS Contractor:

15.1.2.1 who is performing Primary Ophthalmic Services in the Area under a GOS; and

15.1.2.2 who has notified the Commissioning Organisation that they wish to be represented by the LOC (and has not notified the Commissioning Organisation that they wish to cease to be so represented);

as described in section 125(3) of the NHS Act

15.2 Each Constituent (being either a Local GOS Contractor or a Local GOS Performer) shall be responsible for informing the LOC of their contact details (including an email address to which the LOC can send notice of any AGM or EGMs) and for updating those details if the contact details for that Constituent change. For the avoidance of doubt, in the event a Constituent does not notify the LOC of any changes to their personal details, the LOC shall not be liable or accountable for holding or using out of date contact information.

15.3 The LOC shall maintain a Directory of Constituents (including their contact details) and update this from time to time in accordance with clause 15.1.

16 Requisition and Suggestion Notices

16.1 The Constituents can, by way of a Requisition Notice sent to the LOC at the LOC Contact Details, require the LOC to call an EGM to propose any of the following matters, or to have any of them added to the agenda for the AGM:

16.1.1 amendments to the Constitution;

16.1.2 any challenge to whether the LOC is representative of the Constituents, including but not limited to the balance of representation of LOC Members being Local GOS Contractors and Local GOS Performers; and

16.1.3 a request to have an independent audit of the Accounts.

16.2 If a valid Requisition Notice has been sent to the LOC at the LOC Contact Details, the LOC shall:

16.2.1 add the proposed resolutions to the agenda for the next AGM and include those resolutions in the notice of the AGM; or

16.2.2 if the AGM will not be held within three calendar months from the date of the Requisition Notice, serve a notice calling an EGM within thirty (30) days of receipt of the Requisition Notice, with the date of the EGM being no later than sixty (60) days after the date of the notice calling the EGM.

16.3 The Constituents can, by way of a Suggestion Notice sent to the LOC at the LOC Contact Details, suggest matters for discussion at the AGM or at an EGM. If a valid Suggestion Notice has been sent to the LOC:

16.3.1 the LOC shall consider the matters suggested at the next LOC meeting and, at the LOC's sole discretion, decide whether to action the suggested matters and how they are to be actioned, including adding the matters suggested to the agenda for the next AGM or EGM (whichever shall be the first); and

16.3.2 if the LOC so decides, the matters suggested shall be added to the agenda for the next LOC meeting prior to the next AGM or EGM (whichever shall be first); but

16.3.3 the LOC shall, at the next AGM or EGM (whichever shall be first), present a summary of the matters proposed in Suggestion Notices that were not actioned and those that were actioned but not added for discussion at an AGM or EGM, with an explanation for why they were not added for discussion at an AGM or EGM.

16.4 The requirements for a valid Suggestion and Requisition notice are set out in Schedule 1 definitions.

SECTION 6 – AGM AND EGMS

17 Annual General Meeting (AGM)

17.1 The LOC shall each Financial Year invite all Constituents to an AGM, which shall be held within three calendar months of the end of the preceding Financial Year.

17.2 The following business shall be transacted at each AGM:

17.2.1 the resignation and election of LOC Members;

17.2.2 the presentation and consideration of the Financial Forecast Report, and the Accounts and Annual Financial Report containing the specifications set out in Schedule 3;

17.2.3 any other business which the LOC so decides;

17.2.4 any matter proposed in a valid Requisition Notice in accordance with clauses 16.1 and 16.2; and

17.2.5 any matter proposed by a valid Suggestion Notice, which has been decided by the LOC to be added to the agenda in accordance with clause 16.3.

17.2.6 any Critical Matter, which must be determined by a constituent vote at either an AGM and EGM.

18 Extraordinary General Meetings (EGM)

18.1 If required in accordance with clause 16.2, clause 17.2.6 or if the LOC decide for any other reason to call an EGM, the LOC shall invite all Constituents to an EGM.

19 General

19.1 The invitation to an AGM or an EGM shall detail the matters to be discussed and any specific matters to be voted upon at the AGM or EGM and, giving the required notice as set out in Schedule 4, shall be circulated to all Constituents at the contact details stated in the Directory of Constituents.

19.2 Where any business transacted at an AGM or EGM requires a vote of the Constituents, each Constituent shall have one vote, including in the election of posts for LOC Members (regardless of whether they are a Local GOS Contractor or a Local GOS Performer).

19.3 If the LOC operates a website, any notice to be sent under clauses 17.1 or 18.1 may also be published on that website and made available to all Constituents.

19.4 The AGM and EGM shall be conducted in accordance with the provisions set out in Schedule 4.

19.5 Written minutes of each AGM and EGM shall be taken, circulated by email to each LOC Member ahead of the next LOC meeting following the AGM or EGM and, subject to any agreed amendments, be retained and tabled for approval at the next AGM and, when so approved, shall be signed by the Chair as an accurate record of the AGM or EGM (including by electronic signature and, if approved electronically, the approval is to be recorded in the minutes), which shall then be published, and made available to the Constituents, excluding any sections that the LOC determine should be omitted on the basis that they contain Confidential Information.

19.6 Record of the minutes from AGMs or EGMs must be kept for at least 6 years and one day from the date of the meeting.

19.7 The following Critical Matters must be determined by a Majority of Constituents at either an AGM or an EGM:

19.7.1 Winding-up the LOC,

19.7.2 Merger with another LOC,

19.7.3 Any change to the Area,

19.7.4 How funds should be dispersed after wind-up, merger or change of Area,

19.7.5 How the LOC will be known (ie the name of the LOC) after any merger or change of Area.

19.7.6 Any change to this Constitution that is not covered by clause 26.

SECTION 7 – COMPLIANCE

20 The LOC shall:

20.1 comply with any legislation, regulations and guidance that the LOC is required to comply with and, in that regard, shall consider the requirements to comply with such legislation, regulations and guidance that is identified pursuant to Schedule 5; and

20.2 comply with the standards and expectations set out in Schedule 5.

21 The LOC may adopt such policies as it shall consider appropriate and necessary including, but not limited to, those p olicies set out in paragraph 3 of Schedule 5.

22 The LOC may assist the Constituents in their compliance with the policies set out in paragraph 3 of Schedule 5, by providing guidance and/or advice notes to the Constituents from time to time.

SECTION 8 – BOUNDARY CHANGES AND MERGERS

23 In the event that a Majority of Constituents vote (at either an AGM or EGM) in favour of changes to the Area, to the name of the LOC, to this Constitution or the adoption of a new Constitution, the LOC will then write to the Commissioning Organisation to ask the Commissioning Organisation to confirm that it will continue to recognise the LOC under the new constitutional arrangements

24 The new constitutional arrangements will take effect once the Commissioning Organisation confirms that it will continue to recognise the LOC under the new constitutional arrangements.

25 However, for the avoidance of doubt, this Constitution shall remain in place during the boundary change or merger process and completion of the boundary change or merger shall, if required, be conditional upon the Constitution being amended or a new Constitution being agreed.

SECTION 9 – REVIEW AND AMENDMENT OF THE CONSTITUTION

26 The LOC shall be entitled to make amendments to the Constitution by Majority agreement of the LOC Members insofar as necessary to comply with any changes in legislation or Regulations.

27 Any such amendments pursuant to clause 26, shall be notified to the Constituents as soon as reasonably possible after the LOC has approved the amendments.

28 The LOC shall notify and provide details of any amendments made pursuant to clause 26 to the Constitution, to the Commissioning Organisation as soon as reasonably possible after the amendments have been approved. Such amendment(s) shall not come into force until the Commissioning Organisation indicates that it is content to continue to recognise the LOC after such amendment(s) come(s) into force, or if the

Commissioning Organisation has not responded to the LOC within thirty (30) days of being notified of the changes.

29 Any amendments to the Constitution, other than those made in accordance with clause 26, shall require approval of the Constituents at the AGM or an EGM in accordance with the procedure set out in Schedule 4.

SECTION 10 – COMMUNICATION

30 The LOC must comply fully in all respects with the provisions of the Data Protection Legislation.

31 All Formal Communications within the LOC or between the LOC and the Constituents shall be in writing, sent by email or post or delivered by hand as appropriate.

32 All other communications within the LOC or between the LOC and the Constituents shall be sent by any means considered appropriate in the context of the communication including by the means referred to in clause 31 but also by use of Electronic Communications as appropriate.

33 For the avoidance of doubt, when calling an AGM or EGM or when contacting the Constituents for any other reason, the LOC shall only be required to communicate with those Constituents listed in the Directory of Constituents at the relevant time and to the person and postal or email address then listed in the Directory of Constituents for each Constituent. If a valid email address has not been provided, the LOC shall be under no obligation to serve a notice or otherwise contact that Constituent by other means.

SCHEDULE 1 – DEFINITIONS

1 In this Constitution, unless the context requires otherwise, the following terms shall have the following meanings:

Part A

[Note: These are the constitutional definitions that appear in the main body and should not be amended except where provided for by [square brackets]. If varied, please ensure consistency and proper cross reference throughout this Constitution as a failure to do so may result in this Constitution failing to meet the legal requirements under the Regulations and therefore, independent legal advice should be sought for such variations.

Accounts	the accounts of the LOC maintained in accordance with clause 13.1 of the Constitution
Administrative Expenses	the administrative expenses of the LOC to be determined each Financial Year, including and not limited to the travelling and subsistence expenses and remunerable/ honoraria allowances or fees payable to the LOC Members, LOCSU and/or other third parties (if applicable), in accordance with Sections 125 (9) to (11) of the NHS Act
AGM	the Annual General Meeting of the Constituents
Annual Financial Report	a report of the financial activities of the LOC since the publication of the preceding report together with a summary of the Accounts and a Statement of Verification
Area	Buckinghamshire and Milton Keynes
Chair	the person elected by the LOC to chair meetings of the LOC as set out in Schedule 2
Commissioning Organisation	NHS England, its successor in title or such other authority, organisation or body as NHS England may direct under Section 125A (4) of the NHS Act to

	exercise any of its functions relating to commissioning and managing the provision of primary ophthalmic services, including in particular an Integrated Care Board acting under delegated authority from NHS England
Confidential Information	any information, data and material of any nature which any LOC Member may receive or obtain and the release of which is likely to prejudice the interests of the LOC, any of the Constituent or a LOC Member (as the case may be) or as determined by the LOC as "confidential"
Constituents	the Local GOS Contractors and the Local GOS Performers, as recorded in the Directory of Constituents maintained by the LOC from time to time
Critical Matters	Those matters referred to in clause 19.7
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of Electronic Communications); and guidance and codes of practice issued by the Information Commissioner, Commissioning Organisation, the National Data Guardian or other relevant regulatory or professional body
Directory of Constituents	the directory of Constituents and their contact details maintained by the LOC in accordance with clause 15
EGM	an Extraordinary General Meeting of the Constituents

Electronic Communications	communications sent via WhatsApp, and/or publishing on website, email, any social media or messaging platform or other electronic method
Financial Year	the financial year of the LOC, being the 12-month period ending on 31st January in each year
Financial Forecast Report	a report prepared before the commencement of the Financial Year, to determine the running costs (known as the Administrative Expenses) of the LOC for the Financial Year ahead
Formal Communications	any minutes, complaints, elections, notices, significant decisions or commissioning developments that affect all Constituents
GOS	the General Ophthalmic Services Contract issued in accordance with the National Health Service General Ophthalmic Services Contracts Regulations 2008 (as amended) made between the Local GOS Contractors and the Commissioning Organisation
LOC	the Local Optical LOC recognised by the Commissioning Organisation in accordance with Section 125 (1) of the NHS Act
LOC Contact Details	**Contact email address:** Chair: bruce.gilson@nhs.net Secretary: buckslocinfo@gmail.com
LOC Member	the members of the LOC, being the Elected LOC Members (including anyone appointed to fill a Casual Vacancy) and Co-opted Members as per paragraphs 2 and 3 of Schedule 2
LOCSU	Local Optical Committee Support Unit (Company

	number 06294720)
Local GOS Contractors	those persons (including body corporates) described in clause 15.1.1
Local GOS Performers	those optometrists described in clause 15.1.2
Majority	51% or more
NHS Act	The National Health Service Act 2006, as amended by the Health and Care Act 2022 and as further amended or superseded from time to time
Other Appropriately Qualified Persons	a bookkeeper, retired accountant or other person considered by the LOC as appropriate and with the requisite competence to help prepare and/or verify the Accounts
Primary Ophthalmic Services	General ophthalmic service sight test, additional GOS services (e.g. Domiciliary sight test) and Enhanced eye care services
Registered Accountants	a Chartered Accountant or firm of Chartered Accountants who is a member of / are members of the Institute of Chartered Accountants
Regulations	any regulations or directions prescribed from time to time by the Secretary of State for Health and Social Care including but not limited to National Health Service General Ophthalmic Services Contracts Regulations 2008 (as amended)
Requisition Notice	a written notice to the LOC to requisition an EGM or agenda item to be added to the next AGM agenda, that has been signed by 20 of the Constituents, dated and delivered by hand or sent by post or delivered by email to the LOC Contact Details

Reserves	any reserves retained by the LOC from one Financial Year to the next from the Statutory Levy or from any other source of income including any interest accrued from such reserves
Reserves Policy	the policy of the LOC setting out the Reserves to be maintained and the application of those Reserves set out in paragraph 6.1 of Schedule 3
Statement of Verification	a statement from the Accountants or Other Appropriately Qualified Persons verifying that the Accounts are, so far as they are aware, true and accurate.
Statutory Levy	the amounts allotted to the LOC in accordance with Section 125 (10) of the NHS Act
Suggestion Notice	a written notice to the LOC, to propose any matter or resolution to be considered at an EGM or AGM, that must be signed by 10 of the Constituents, dated and delivered by hand or sent by post or delivered by email to the LOC Contact Details

Part B

Note: These definitions are found in the Schedules only and may be changed to suit the requirements of each LOC. If a LOC makes changes to any of the provisions in the Schedules, please ensure that any additional definitions used in any amendments are added to this table and that those changes are consistent with the rest of the Constitution.

Casual Vacancy	A vacancy occurring under any of the circumstances set out in paragraph 9 of Schedule 2
Conflict	An Interest that may be perceived to cause conflict or could reasonably be expected to cause conflict with the LOC Member or LOC Officer role held or being applied for
Co-opted Member	a LOC Member who has been co-opted in accordance with paragraph below of Schedule 2
Declaration	the declaration, to be completed by all persons applying to become a LOC Member, in the form maintained by the LOC, as amended by the LOC from time to time
Elected LOC Members	the members of the LOC elected in accordance with paragraph 2 of Schedule 2
Interests	All Pecuniary and non-pecuniary interests relevant to the role of a LOC Officer or LOC Member, to be declared to the LOC when onboarded and as updated throughout the term
Eligibility Criteria	the criteria for membership of the LOC as an Elected LOC Member or Co-opted Member, in the statement of eligibility criteria maintained by the LOC, as that statement is amended by the LOC from time to time
LOC Bank Account	The bank account of the LOC with Natwest, Thame (or such other Bank as is appointed by the LOC from time to time)

LOC Officers	Those holding the officer roles from time to time specified in Paragraph 6.3 of Schedule 2
Observers	Any person invited to be an observer at meetings of the LOC in accordance with paragraph 5 of Schedule 2
Pecuniary	Any interest linked to financial gain, including any gain through a role with a stakeholder or relevant contracting organisation
Secretary	the person appointed to the role as set out in Schedule 2
Treasurer	the person appointed to the role as set out in Schedule 2
Vice/Co Officers	the person(s) appointed to roles as set out in Schedule 2

2 Clause, schedule and paragraph headings shall not affect the interpretation of this Constitution.

3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns and reference to one gender includes all of the genders.

4 The schedules form part of this Constitution and shall have effect as if set out in full in the body of the Constitution. Any reference to this Constitution includes the schedules.

5 Words in the singular shall include the plural and vice versa.

6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

7 Where the words include(s), including or in particular are used in this Constitution, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

SCHEDULE 2 – THE LOC

1 Composition

1.1 The LOC shall consist of the following:

1.1.1 **Elected LOC Members**

LOC Members who are Constituents, who meet the Eligibility Criteria and who have been elected by the Constituents.

Each Elected LOC Member will be entitled to vote.

1.1.2 **Co-opted Members**

The Elected LOC Members may co-opt members who meet the Eligibility Criteria and who may or may not be Constituents. Co-opted Members will not be entitled to vote on any matter to be determined by the LOC.

1.1.3 **Dispensing Optician Members**

The LOC shall reserve at least one role for a Dispensing Optician who meets the Eligibility Criteria, which will remain vacant until a Dispensing Optician has been elected to that role by the Constituents or Co-opted to that role by the Elected LOC Members. If the Dispensing Optician has been elected to that role by the Constituents, they will be an Elected LOC Member and be entitled to vote but, if the Dispensing Optician has been Co-opted to that role by the Elected LOC Members, they will be a Co-opted Member and not be entitled to vote.

1.2 The Elected LOC Members must always form the Majority of the LOC.

1.3 The LOC shall consist of such number of Elected LOC Members as is proportionate to the work of the LOC (as determined by the LOC) but with a minimum of 3 Elected LOC Members.

2 Elected LOC Members

2.1 Local GOS Contractors

2.1.1 A person may put themself forward to be an Elected LOC Member provided that they:

2.1.1.1 are a Local GOS Contractor (or nominated person working for a Local GOS Contractor) and meet the Eligibility Criteria; and

2.1.1.2 have provided a Declaration confirming they meet the Eligibility Criteria and detailing any Interests.

2.1.2 The LOC shall, at its sole discretion, be entitled to determine whether a Local GOS Contractor (or their nominated person) meets the Eligibility Criteria, taking into account the Declaration.

2.1.3 Where a Local GOS Contractor is a practice consisting of more than one individual, they may only nominate one person to hold a Local GOS Contractor role on their behalf as an Elected LOC Member.

2.2 Local GOS Performers

2.2.1 A person may put themself forward to be an Elected LOC Member provided that they:

2.2.1.1 are a Local GOS Provider and meet the Eligibility Criteria and

2.2.1.2 have provided a Declaration confirming they meet the Eligibility Criteria and detailing any Interests.

2.2.2 The LOC shall, at its sole discretion, be entitled to determine whether a Local GOS Performer meets the Eligibility Criteria, taking into account the Declaration.

2.3 Dispensing Opticians

2.3.1 A Dispensing Optician may put themself forward to be an Elected LOC Member provided that a vacancy exists for a Dispensing Optician, as determined by the LOC, and they:

2.3.1.1 are registered as a Dispensing Optician with the GOC, work for a Local GOS Contractor and meet the Eligibility Criteria; and

2.3.1.2 have provided a Declaration confirming they meet the Eligibility Criteria and detailing any interests.

3 Co-opted Members

3.1 Any person may be invited to be a Co-opted Member if they:

3.1.1 meet the requirements of the co-opted role as determined by the LOC;

3.1.2 meet the Eligibility Criteria; and

3.1.3 have provided a Declaration confirming they meet the Eligibility Criteria and detailing any interests.

3.2 The LOC shall, at its sole discretion, be entitled to determine whether a Co-opted Member meets the Eligibility Criteria for co-option, taking into account the Declaration.

4 Election process for Elected LOC Members

4.1 In the event of the death, resignation, end of term or cessation on any other grounds of an Elected LOC Member, the LOC shall follow an agreed process to onboard new Elected LOC Members, which should involve:

4.1.1 notifying the Constituents of the vacancy/vacancies with sufficient time before the next AGM to request nominations to fill the vacancy/vacancies;

4.1.2 informing Constituents of the Eligibility Criteria and requirements to self declare any Conflicts ; and

4.1.3 arranging for an election process at the AGM for any roles that have had more than one nominee.

5 Observers

5.1 The LOC may also invite Observers to attend all or part of a meeting of the LOC but an Observer shall not vote at any meeting.

5.2 For the avoidance of doubt, Observers shall not be LOC Members.

6 LOC Officer Roles

6.1 The Elected LOC Members shall elect one of their number to be a Chair, Treasurer, and Secretary (where a lay secretary has not been appointed) at the first meeting of the LOC following each Annual General Meeting. These roles are the LOC Officers and will be elected from the cohort of Elected LOC Members.

6.2 The LOC may decide, from time to time, to elect a Vice/Co role for any of the LOC Officer roles from the cohort of Elected LOC Members.

6.3 The LOC Officer roles shall be as follows:

6.3.1 Chair: The Chair has a strategic role to play in representing the vision and purpose of the LOC. The Chair ensures that the LOC functions properly, that there is full participation at meetings, that all relevant matters are discussed and that effective decisions are made and carried out. The Chair should ideally be supported in this by a Co-chair or Vice chair who should be able to fulfil the Chair role in the event of absence.

6.3.2 Treasurer: The role of the Treasurer is to maintain an overview of the LOC's financial affairs, ensuring its viability and that proper financial records and procedures are maintained. The Treasurer must be aware of their fiduciary duties to the LOC which reflect a relationship of trust and loyalty between the Treasurer, the LOC, its members and constituents.

6.3.3 Secretary: The role of the Secretary is to support the Chair in ensuring the smooth functioning of the LOC. In LOCs without administrative support, the Secretary may take a greater role in the day-to-day administration of the organisation.

6.3.4 Vice or Co-officers: these optional roles provide general support to the officers and may include assisting in some of the specific duties of the Chair, Treasurer or Secretary, or fulfilling some of the duties of the officer role through delegation.

6.4 The LOC may from time to time allocate other Elected LOC Members to lead on specific areas with additional responsibilities, such as Communications Lead or Clinical Lead, on such terms and for such period of time as the LOC determines.

6.5 In addition, the LOC may appoint an administrator(s). The administrator(s) will provide support to facilitate the smooth running of the LOCs on such terms and for such period of time as the LOC determines.

6.6 For the avoidance of doubt, an Elected LOC Member appointed under paragraph 6.4 and an administrator appointed under paragraph 6.5 shall not be LOC Officers.

7 Term of LOC Officers

7.1 The LOC Officers shall hold office for up to three (3) years, the term to be determined by the LOC when the role is put up for election.

7.2 Subject to paragraph 7.3, a LOC Officer can stand for successive terms in the same role.

7.3 If a LOC Officer holds the same role for nine (9) consecutive years:

7.3.1 any subsequent terms of office will be on a one-year term;

7.3.2 during each such term nominations for new candidates for that LOC Officer role will be encouraged.

8 Election process for LOC Officers

8.1 When a LOC Officer's role becomes vacant or is within six (6) months of expiry of the term for that role or is otherwise expected to become vacant the LOC shall:

8.1.1 agree the terms of service for the role, the term of that role;

8.1.2 determine the nomination and election process to be adopted; and

8.1.3 appoint a sub-committee or returning officer to initiate and co-ordinate the nomination and election process ("Co-ordinator").

8.2 Between 30 to 90 days prior to the intended date of the election, the Co-ordinator shall notify the LOC of the nomination and election process.

8.3 Nominations shall be sent to the Co-ordinator by interested Elected LOC Members, together with a statement from the nominee of why they wish to be appointed to the role.

8.4 If there is only one nomination for any LOC Officer vacancy, the nominated candidate will be appointed to the role.

8.5 If there is more than one nomination for any LOC Officer vacancy, the Elected LOC Members will be invited to vote on who is to be appointed to the role and the successful nominee will be appointed to the role:

8.5.1 where there is no incumbent holder of the role or the term of office of the incumbent holder has expired, at the next LOC meeting; or

8.5.2 otherwise, on expiry of the term of office of the outgoing LOC Officer.

8.6 Notification of the results of any election, the appointments of new LOC Officers and of any LOC Officers continuing in their role will be notified to all Constituents.

8.7 The Constituents may, within 30 days of being notified of any such appointments, raise any objective concerns, by notice in writing to the LOC, if they consider that a LOC Officer so appointed is unsuitable to the role. If any such concern is raised, that concern will be considered at the next LOC meeting and the LOC shall decide by a Majority whether the election stands and shall notify those raising the concern of their decision.

8.8 In the event that no Elected LOC Members are nominated or elected to a vacant role, the LOC will open the vacant role to Constituents, by adding that role as a vacancy and adopting the process set out in paragraph 4 above, or by calling an EGM and adopting the process set out in paragraph 4 above for that EGM.

9 Casual Vacancies

9.1 Where the number of Elected LOC Members falls below the number referred to in paragraph 1.3 of this Schedule the LOC may decide by a Majority vote to appoint persons who meet the Eligibility Criteria to fill the vacancies.

9.2 A Casual Vacancy will occur if:

9.2.1 a LOC Member requests to take a break from their role for a defined period which is then agreed in advance by the LOC; or

9.2.2 the resignation, suspension from or removal from the performers lists or death of a LOC Member; or

9.2.3 any LOC Member being absent for three (3) consecutive meetings of the LOC, without the prior approval of the LOC; or

9.2.4 a LOC Member ceases to meet the Eligibility Criteria.

9.3 Filling a Casual Vacancy:

9.3.1 If:

9.3.1.1 the Casual Vacancy is for a LOC Officer and there is an urgent need to fill the Casual Vacancy; or

9.3.1.2 there is an urgent need to fill a Casual Vacancy to ensure quoracy of LOC meetings; or

9.3.1.3 there is any other urgent reason (as determined by the LOC at their discretion).

the LOC shall vote to appoint an Elected LOC Member to the Casual Vacancy role within 30 days.

9.3.2 If there is no urgent need to fill the Casual Vacancy, then the LOC will aim to fulfil the Casual Vacancy within the next two scheduled LOC meetings.

9.4 If any Casual Vacancy has not been filled by the time that notice for the AGM is due to be issued to Constituents, the LOC will include that Casual Vacancy, and seek nominees to fill that Casual Vacancy, in accordance with the procedure for the nomination and election of Elected LOC Members in accordance with paragraph 4 above.

9.5 Pending the filling of any Casual Vacancy, the proceedings of any LOC shall not be invalid by reason of such Casual Vacancy.

9.6 A person appointed to fill a Casual Vacancy under this paragraph 9 shall be regarded, for the purposes of this Constitution, to be a LOC Member in the same capacity as the LOC Member they replace and shall hold office for the remainder of the period of the appointment of the person who has been replaced or until such person is able to resume their role.

10 Ending a LOC Member's term in office

10.1 A LOC Member may resign on giving written notice delivered to a LOC Officer and the resignation shall take effect on the date specified in the notice or, if no date is specified, on the date when the notice is delivered. LOC Members should aim to provide at least 30 days' notice of their intention to resign, wherever possible and reasonable.

10.2 If a LOC Member ceases to meet the Eligibility Criteria at any time the LOC may:

10.2.1 suspend their term of office as a LOC Member until such time they are able to meet the Eligibility Criteria and subject to such conditions (if any) that the LOC set for re-appointment; or

10.2.2 end the term of office and, for the avoidance of doubt, this can be done at any time whilst the term of a LOC Member has been suspended under paragraph 10.2.1.

10.3 In the event of any dispute as to whether a LOC Member continues to meet the Eligibility Criteria the LOC will, by a Majority vote, determine that question.

10.4 For the avoidance of doubt, a person whose term has ended early can be elected or co-opted to the LOC in the future, provided that they meet the Eligibility Criteria required at the time.

11 Meetings

11.1 Scheduled meetings and calling unscheduled meetings

11.1.1 The LOC shall meet at least 3 times a year and additionally, as required.

11.1.2 The LOC shall schedule meetings for the following Financial Year in advance, by agreeing a standing agenda and the time, date and location of such meetings and recording this in the relevant minutes. Further notice need not be given of any such scheduled meetings, but reminders may be sent at the Secretary's discretion prior to scheduled meetings

11.1.3 For any other meetings of the LOC, the Chair shall give not less than 14 days' notice in writing (including by email) to the LOC Members, including the agenda for, and the time, date and location of, such meeting.

11.2 Chair

11.2.1 The Chair shall chair LOC meetings and in the absence of the Chair, the Vice or Co-Chair shall be the LOC Chair and shall chair the meeting. If no such role exists, or the role holder is not present, the LOC will select a LOC Officer (by majority vote) to chair that meeting and, for the duration of that meeting, that person shall be the LOC Chair.

11.3 Quorum

11.3.1 The quorum for meetings of the LOC shall be whichever is the greater: of

11.3.1.1 at least three Elected LOC Members; or

11.3.1.2 at least one third (1/3) of the Elected LOC Members (rounded up to the nearest whole number); and

in either case there will be at least one LOC Officer present and able to chair the meeting.

11.3.2 For the avoidance of doubt, Co-opted Members and Observers will not form part of the quorum but they may attend LOC meetings.

11.3.3 No decisions that require a vote of the LOC shall be taken at any LOC meeting unless a quorum is present.

11.4 Voting

11.4.1 Each Elected LOC Member shall have one vote.

11.4.2 Co-opted Members and Observers shall have no vote.

11.4.3 Voting shall be on a show of hands of those eligible to vote present at the meeting and resolutions passed if a Majority of those present at the meeting vote in favour (unless expressly provided otherwise in this Constitution).

11.5 Minutes

11.5.1 Documented minutes shall be kept of each LOC meeting.

11.5.2 At conclusion of each LOC Meeting, the LOC Members present should identify any sections that contain Confidential Information that should be recorded in a confidential annex to the minutes. The minute taker will be directed to include any such sections in a separate annex headed “Confidential Information” and ensure that the minutes contain no reference to that information.

11.5.3 The minutes, including any annex containing Confidential Information, shall be available to all LOC Members but only the minutes (and not any annex containing Confidential Information) shall be made available to all Constituents.

12 Sub-committees

12.1 The LOC may delegate any of the duties conferred on it under this Constitution to any sub-committee or working group composed of the LOC Members.

12.2 The members of that sub-committee or working group may co-opt such other persons who are not LOC Members and/or who are not Constituents to that

sub-committee or working group as they so decide from time to time, provided that LOC Members form the Majority of its members.

12.3 The LOC may revoke or amend any such delegation at any time and from time to time.

12.4 The sub-committees and working groups can make recommendations to the LOC, but for the avoidance of doubt, they do not have any decision-making powers.

13 Conflicts

13.1 Any LOC Member with a Conflict shall declare that Conflict as soon as possible and should manage that Conflict in accordance with the LOC Declarations of Interests policy, or as directed by the Majority decision of the LOC if there is no such policy.

13.2 If any LOC Member has doubts about whether they have such a Conflict, they shall report the matter to the Chair (or, if the LOC Member is the Chair, to another LOC Officer) who shall advise as to whether (or not) the matter should be declared.

13.3 The LOC shall maintain a list of all such Conflicts declared, this list shall be available for inspection to LOC Members and Constituents on request.

14 Complaints

14.1 In the event that a complaint is raised about the conduct or performance of a LOC Member, the LOC will determine a proportionate response to the complaint raised in accordance with the Complaints Policy referred to in Schedule 5.

14.2 Any complaints raised will be directed to the Chair (except for any complaints relating to the Chair, which shall be directed to another suitable LOC Officer). This person will coordinate the handling of the complaint ('**Co-ordinator')**.

14.3 If the complaint is about serious professional misconduct and/or a crime may have been committed and/or a member of the public may be at risk of harm, the complaint will be reported to the appropriate authority without delay by the Co-ordinator.

14.4 Otherwise, the Co-ordinator will ensure the LOC deals with any complaints about a LOC Member by carrying out the following steps, until the matter has been resolved or determined:

14.4.1 Step one (internal facilitation and information gathering): Internal facilitation (led by the Co-ordinator or an agreed facilitator (**Facilitator**)) of discussion with LOC Member(s) who is/are the subject of the complaint to determine if there is any substance to the complaint and requirement for further consideration or action.

14.4.2 Step two (review): the Co-ordinator and/or Facilitator will prepare a report for the LOC, including their opinion on whether there is any substance to the complaint, any appropriate additional information, and include recommendations and rationale regarding resolution.

14.4.3 Step three (decision): the LOC (excluding for this purpose the LOC Member(s) who is/are the subject of the complaint) will decide whether to accept the recommendations of the report (in whole or in part) by a Majority vote (the Majority in this case being a bare majority of the Elected LOC Members but excluding the LOC Member(s) who is/are the subject of the complaint). Recommendations for complaint outcomes may include 'no complaint to answer'; or 'remediation'; or 'Eligibility Criteria no longer met.

14.4.4 Step four (appeal): The LOC Member(s) who is/are the subject of the complaint may lodge an appeal against the LOC decision. This appeal must be lodged in writing to the Co-ordinator and to any Facilitator within 21 days of notification of the decision and must clearly specify the rationale for appealing the decision.

14.4.5 Step five (external review): An independent party (or sub-committee of the LOC) agreed by the LOC and the LOC Member(s) who is/are the subject of the complaint will review the complaint, the LOC decision, and the appeal and make recommendations. The LOC and the LOC Member(s) who is/are the subject of the complaint will not unreasonably withhold agreement on the selection of the independent party and agree to abide by the recommendations of that independent party.

SCHEDULE 3 - FUNDING

1 Statutory Levy

1.1 The amounts of Statutory Levy shall be determined by the LOC having regard to the requirements of openness, transparency and equity and upon estimation of the proportion of administrative and other expenses attributable to the Constituents.

1.2 The LOC shall present the Financial Forecast Report to the Constituents at the next AGM and inform them of the intended level for the Statutory Levy for the next Financial Year.

1.3 Subject to paragraph 1.5, the LOC can increase or decrease the Statutory Levy in-year (i.e. between AGMs) without seeking approval from the Constituents at an EGM, but only as necessary to ensure compliance with the Reserves Policy presented at the most recent AGM (and in any event only by a maximum of 0.2%).

1.4 Any in-year changes to the Statutory Levy shall be notified to the Constituents.

1.5 The LOC may not increase the Statutory Levy in-year where there is sufficient Statutory Levy income and Reserves to fund the activities of the LOC.

2 Other sources of funds

2.1 The LOC may seek to raise additional funds from Constituents, or subgroups of Constituents, for specific projects or purposes that the LOC believe would be of benefit to the Constituents, or to the subgroups of Constituents. However, the contribution by Constituents of any such additional funds shall be voluntary and no Constituent shall be bound to contribute funds for that specific project or purpose and by return, any non-contributing Constituent may not benefit from or participate in the specific project or purpose derived from those additional funds.

2.2 The LOC may collect funds from appropriate organisations or partners (including from those individuals or organisations who are not Constituents), including by way of sponsorship and/or working collaboratively with appropriate organisations or partners to help fund specific activities that may not form part of the statutory function of the LOC, such as providing continuing professional development events for all practices and eye-care

professionals in the area, including the secondary care and/or NHS-funded private healthcare sectors.

2.3 In collecting other sources of income or additional funds under this paragraph 2, the LOC will manage any Interests and potential Conflicts in compliance with Schedule 2, paragraph 13.

3 Accounts

3.1 The Accountants/ Appropriately Qualified Person instructed by the LOC to verify the Accounts at any time and from time to time shall be identified in each Annual Financial Report presented to the AGM

4 Audit

4.1 In the event the Constituents pass a resolution, by Majority decision at an AGM or EGM, to require an independent audit of the Accounts, the LOC shall be bound to instruct an independent firm of Registered Accountants that have not been engaged or involved with the LOC previously to carry out an audit of the Accounts and provide the LOC with a report of that audit. Within 30 days of receipt of that report, the LOC shall provide a copy of that report, without editing or redaction, to each Constituent.

5 Financial management

5.1 All funding received by the LOC shall be paid into the LOC Bank Account.

5.2 The terms of the mandate for the LOC Bank Account shall be agreed by the LOC from time to time, ensuring a minimum of 2 LOC Officers are signatories and have access to the LOC Bank Account at any given time.

5.3 The LOC will have powers to authorise the use of the Statutory Levy funds for defraying the Administrative Expenses and to authorise the use of any other sources of funds in accordance with paragraph 2 of this Schedule 3.

5.4 The Treasurer and one other LOC Officer (and/or Vice Treasurer where such role exists) will have delegated authority to approve and make payments, such level of delegation to be defined and agreed by the LOC during the annual budget setting process and as set out in the relevant policies of the LOC from time to time.

5.5 In accordance with Schedule 2 paragraph 12 (sub-committees), the LOC may delegate part of this function (but not the actual authority of approval of

payments) to a remuneration or finance sub-committee which may make recommendations to the LOC for decision.

5.6 In respect of any payments made pursuant to paragraph 5.3 of this Schedule 3 the LOC holds the right to claim back from a LOC Member or Constituent any sum paid out in the event that the payment is found to be erroneous. When such error is identified, the relevant LOC Member(s) or Constituent(s) shall be notified. In the event, that the LOC is found to have underpaid, the LOC shall ensure payment is made as soon as is practicable.

5.7 A summary of management accounts and financial information and position of the LOC will be made available to LOC Members at meetings of the LOC and made available to Constituents through the end of year report to the AGM and at other times when the LOC deem it appropriate.

6 Reserves

6.1 The Reserves Policy will be determined annually for the Financial Year ahead and reported to the AGM. The Reserves Policy will consist of a minimum of six to a maximum of 12 months running costs aligned with the needs of the LOC. If additional reserves are necessary to fund a planned future project or capital investment, the LOC must agree the purpose and amount of additional reserve(s) by majority decision of those LOC Members present at the meeting at which the vote is held.

6.2 If the Reserves deplete below the amount determined by paragraph 6.1 the LOC will make the appropriate arrangements to increase the reserves, this may include an in-year increase of the Statutory Levy (in accordance with paragraph 1.2 of this Schedule 3).

6.3 If the Reserves are in excess of the amount determined by paragraph 6.1 the LOC will agree on and make appropriate arrangements to utilise the excess by:

6.3.1 applying them as if they were other sources of funds in accordance with paragraph 2 of this Schedule 3; and/or

6.3.2 reducing the Statutory Levy income accordingly, and applying the excess to fund the LOC running costs; and/or

6.3.3 providing/returning all or part of the excess to the contributions made by Constituents in accordance with paragraph 2.1 of this

Schedule 3 in the proportions in which they provided those contributions.

7 Compliance and Counter Fraud

7.1 The LOC will agree, follow and comply with finance policies and procedures that ensure compliance with regulatory and legal requirements. The policies and procedures will include, and not be limited to the following:

7.1.1 Anti-bribery, fraud and corruption

7.1.2 Allowances and expenses

7.1.3 Business continuity

7.1.4 Internal financial controls

7.1.5 Reserves

7.1.6 Risk management and risk register

SCHEDULE 4 - AGM AND EGM

1 Eligibility

1.1 Only the Constituents, as prescribed in clause 15, shall have the right to attend and vote at AGMs and EGMs.

1.2 The following persons are also permitted to attend AGMs and EGMs:

1.2.1 any other persons working in the optical practice of a Local GOS Contractor who is nominated by that contractor to attend; and

1.2.2 any other persons from stakeholder organisations that the LOC, in its absolute discretion, decide to invite.

2 Calling Meetings

2.1 The LOC shall give notice of the AGM or an EGM at least 30 days in advance by Electronic Communications to all Constituents, as per the details contained in the Directory of Constituents, and by Electronic Communications to those persons listed in paragraph 1 of this Schedule 4 to such contact details as they have notified to the LOC from time to time.

2.2 An AGM or EGM may be called by shorter notice than that otherwise required under paragraph 2.1, if shorter notice is agreed by a unanimous vote of the LOC and on the basis the AGM or EGM can be held virtually.

2.3 In the case of an EGM, the LOC shall notify the date, time, place and purpose of the meeting to all the Constituents in writing or electronically at the address stated in the Directory of Constituents.

3 Quorum

3.1 The quorum for an AGM or EGM shall be at least 12 of the Constituents, including validly appointed Proxies of Constituents, but excluding for this purpose Constituents who are also LOC Officers. For avoidance of doubt, other (non-officer) Elected LOC Members and Co-opted LOC Members who meet the criteria of Constituent may be counted within the number for quoracy.

3.2 No business is to be transacted at an AGM or EGM if the persons attending it do not constitute a quorum.

3.3 If a quorum is not present within 30 minutes of the time specified for the relevant AGM or EGM then the meeting shall be adjourned and shall

reconvene at an alternative time and location to be determined by the Chair and notified to the Constituents. If, at the reconvened meeting, a quorum is not present within 30 minutes of that time, the meeting shall be terminated.

4 Voting

4.1 A resolution put to the vote at an AGM or EGM must be decided on a show of hands.

4.2 Only Constituents and the validly appointed Proxies of Constituents will have the right to vote at an AGM or EGM.

4.3 Constituents will have one vote each and Proxies of Constituents will have one vote for each Constituent that has validly appointed that Proxy (subject to paragraphs 4.4 and 4.5 of this Schedule).

4.4 If there is more than one individual present representing the same Local GOS Contractor, then only one individual will have the right to vote on behalf of that Local GOS Contractor.

4.5 Where an individual working within a Local GOS Contractor is also a Local GOS Performer, they have one vote in total (either as a representative of the Local GOS Contractor or in their capacity as a Local GOS Performer).

4.6 All decisions shall be passed by a Majority vote, including all decision listed as 'Critical Matters' under clause 19.7 of this Constitution.

5 Proxies

5.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:

5.1.1 states the name and address of the Constituent appointing the proxy;

5.1.2 identifies the person appointed to be the proxy for that Constituent at the AGM or EGM;

5.1.3 is signed or authenticated by on behalf of the Constituent appointing the proxy; and

5.1.4 is delivered to the LOC in accordance with any instructions contained in the notice of the AGM or EGM to which they relate.

5.2 The LOC may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

5.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more matters.

5.4 Unless a proxy notice indicates otherwise, it must be treated as:

5.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural matters put to the meeting, and

5.4.2 appointing that person as a proxy in relation to any adjournment of the AGM or EGM to which it relates as well as the meeting itself.

6 Minutes

6.1 Written minutes shall be kept of each AGM and EGM for at least six years and be made available for inspection in electronic format by all Constituents.

6.2 AGM and EGM minutes will be approved and signed off by the Chair at the next following AGM.

SCHEDULE 5 – REGULATORY COMPLIANCE

1. Standards and expectations

1.1 In performance of their duties under this Constitution and to enable the LOC to fulfil its functions, each LOC Member will:

1.1.1 co-operate fully and in good faith with the other LOC Members and Constituents;

1.1.2 carry out their obligations in a proper, competent and professional manner aligned with regulatory requirements, LOC policies and in accordance with the Eligibility Criteria and Declaration;

1.1.3 act in accordance with the authority delegated to them by the LOC; and

1.1.4 will not bring the LOC into disrepute.

1.2 In performance of their obligations under this Constitution and to enable the LOC to fulfil its functions, each Constituent will:

1.2.1 co-operate fully and in good faith with the LOC and other Constituents as required for the purposes of this Constitution;

1.2.2 ensure that staff and/or contractors engaged in LOC functions are appropriately skilled and experienced and work within their areas of competence;

1.2.3 carry out their obligations in a proper, competent, and professional manner aligned with regulatory requirements and LOC policies;

1.2.4 not purport to act on behalf of or represent the LOC or the LOC unless they are a LOC Member and are acting in that capacity or are otherwise authorised by the LOC to so act; and

1.2.5 not bring the LOC in disrepute.

1.3 All Local GOS Performers and all Local GOS Contractors, are accountable to the General Optical Council (GOC) and must uphold the standards set by the GOC, including the duty of candour and should raise and, if appropriate, act on concerns.

1.4 Where a LOC Member or a Constituent, becomes aware of a complaint or concern relating to a LOC Member or a Constituent that may meet the threshold of breaching the regulations or legislation, the LOC Member and

each such Constituent has a responsibility to ensure that the appropriate regulator or enforcement agency is made aware of the potential breach.

2. Confidential Information

2.1 Subject always to the obligations of the LOC under the Regulations and the NHS Act and observing the requirements under the Data Protection Legislation, in respect of such Confidential Information that a LOC Member may receive in its capacity as a LOC Member from any source (the "**Discloser**"), each LOC Member (the "**Recipient**") undertakes to keep confidential and shall not disclose any such Confidential Information to any third party (excluding the other LOC Members), unless they are acting with the prior written consent of the Discloser or to the extent that disclosure is required:

2.1.1 by law; or

2.1.2 by a regulatory or governmental body (including for the avoidance of doubt the General Optical Council and HMRC);

but will use reasonable endeavours to consult the Discloser and to take into account any reasonable requests the Discloser may make in relation to the disclosure before making it.

2.2 The provisions of paragraph 2.1 of this Schedule shall continue in force without limit in time notwithstanding the Recipient ceases to be a LOC Member.

3. Policies

3.1 The LOC Members and the Constituents shall be given access to the following policies by being published online through the LOC's website, or via other means of communication as appropriate or requested to enable access by a Constituent and they shall be deemed to be incorporated into the Constitution as they are amended from time to time:

3.1.1 Anti-bribery

3.1.2 Competition

3.1.3 Complaints

3.1.4 Data protection

3.1.5 Declarations of Interest

3.1.6 Equality Diversity and Inclusion

3.1.7 Health & Safety

3.1.8 Safeguarding

3.2 The LOC shall review and (as it shall consider necessary) revise the regulations and policies referred to in paragraph 3.1 from time to time and add regulations and policies to the extent it considers necessary.