

Charity Number 1060508
Company Number 03266897

NOTICE OF AN EXTRAORDINARY GENERAL MEETING

- of -

TOMMY'S

("the Company")

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at 8 00 pm on 19 November 2014 at Nicholas House, 3 Laurence Pountney Hill, London EC4R 0BB

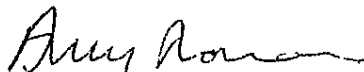
You are invited to attend as a member of the Company for the purpose of considering and if thought fit passing the following resolutions as a Special Resolution

Special Business – Amendment of Articles of Association

- 1 Subject to the written consent of the Charity Commission to the proposed changes to the Articles of Association of the Company (as required by section 198 of the Charities Act 2011) to approve and adopt the revised Articles of Association contained in the document attached as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Memorandum and Articles of Association of the Company

Dated 31 October 2014

By order of the Board



Secretary
Registered office of the Company
Nicholas House, 3 Laurence Pountney Hill, London EC4R 0BB



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A12 06/12/2014 #141
COMPANIES HOUSE

Notes

- 1 You are invited to attend this meeting as a member of the Company
- 2 As a member of the Company you are entitled to appoint another person as your proxy to exercise all or any of your rights to attend and to speak and vote at the meeting. A proxy need not be a member of the Company
- 3 The appointment of a proxy will not prevent you from subsequently attending and voting at the meeting in person. If you have appointed a proxy and attend the meeting in person, your proxy appointment will automatically be terminated
- 4 Proxies may only be appointed using the enclosed Proxy Form. This must be completed, signed and returned to the Company's registered office with any accompanying documents so that it is received by the Company at least 24 hours before the meeting. If you want your proxy to vote in a certain way the Proxy Form should indicate this
- 5 If you subsequently want to terminate the authority of the proxy you must send notice to that effect to the Company's registered office so that it is received by the Company before the start of the meeting

PROXY FORM

- of -

TOMMY'S

("the Company")

Before completing this form, please read the explanatory note below

Name of member	
Address of member	

I being a member of the Company appoint the Chairman of the meeting or (see note 3)

as my proxy to attend, speak and vote on my behalf at the Extraordinary General Meeting of the Company to be held on 19 November 2014 at 8 00pm and at any adjournment of the meeting.

I direct my proxy to vote on the following resolutions as I have indicated by marking the appropriate box with an "X" If no indication is given, my proxy will vote or abstain from voting at his or her discretion and I authorise my proxy to vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the meeting

RESOLUTION	For	Against
SPECIAL BUSINESS		
1 Subject to the written consent of the Charity Commission to the proposed changes to the Articles of Association of the Company (as required by section 198 of the Charities Act 2011) to approve and adopt the revised Articles of Association contained in the document attached as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Memorandum and Articles of Association of the Company		
Signature	Date	

Notes to the proxy form

- 1 As a member of the Company you are entitled to appoint another person as your proxy to exercise all or any of your rights to attend and to speak and vote at the meeting
- 2 The appointment of a proxy will not prevent you from subsequently attending and voting at the meeting in person. If you have appointed a proxy and attend the meeting in person, your proxy appointment will automatically be terminated
- 3 A proxy does not need to be a member of the Company but must attend the meeting to represent you. To appoint as your proxy a person other than the Chairman of the meeting, insert their full name in the box. If you sign and return this proxy form with no name inserted in the box, the Chairman of the meeting will be deemed to be your proxy. Where you appoint as your proxy someone other than the Chairman, you are responsible for ensuring that they attend the meeting and are aware of your voting intentions. If you wish your proxy to make any comments on your behalf, you will need to appoint someone other than the Chairman and give them the relevant instructions directly
- 4 To direct your proxy how to vote on the resolutions mark the appropriate box with an "X". If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the meeting
- 5 To appoint a proxy using this form, the form must be
 - completed and signed,
 - sent or delivered to the Company at its registered office; and
 - received by the Company at least 24 hours before the meeting
- 6 Any power of attorney or any other authority under which this proxy form is signed (or a duly certified copy of such power or authority) must be included with the proxy form
- 7 If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence

Company No 03266897

Charity No. 1060508

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

TOMMY'S

FARRER & CO LLP
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London WC2A 3LH
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THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

TOMMY'S

1. NAME AND REGISTERED OFFICE

1 1 The name of the Charity is Tommy's

1 2 The name of the Charity may be changed by a resolution of the Trustees

1 3 The registered office of the Charity is to be in England and Wales

2. INTERPRETATION

2 1 The interpretation provisions in Article 18 shall apply

2 2 The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 18

3. OBJECTS

The Charity's objects (the "Objects") are:

3 1 the advancement of education in and the practice of gynaecology and obstetrics by all charitable means and in particular by

(a) funding research and the publication of its results,

(b) promoting the education of both those engaged in the practice of gynaecology and obstetrics and the public care of mothers and babies before and after birth, and

(c) providing equipment, and

3 2 such other charitable purposes as the trustees in their absolute discretion determine

3 3 Throughout this Memorandum and Articles of Association 'charitable' means charitable in accordance with the law of England and Wales provided that it will not

include any purpose which is not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and section 2 of the Charities Act (Northern Ireland) 2008

4. POWERS

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

- 4 1 to promote or carry out research,
- 4 2 to provide advice;
- 4 3 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction,
- 4 4 to publish or distribute information,
- 4 5 to co-operate or collaborate with other bodies and engage in joint ventures,
- 4 6 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits,
- 4 7 to support, administer or set up other charities and undertake and execute charitable trusts,
- 4 8 to raise funds (but not by means of **Taxable Trading**),
- 4 9 to take and accept any gift of money, property or other assets whether subject to any special trusts or not,
- 4 10 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**),
- 4 11 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property,
- 4 12 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts),
- 4 13 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications,
- 4.14 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property,
- 4 15 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity,
- 4 16 to make grants or loans of money and to give guarantees,
- 4 17 to set aside funds for special purposes or as reserves against future expenditure,

- 4 18 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts,
- 4 19 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification),
- 4 20 to delegate the management of investments to a Financial Expert, but only on terms that
- (a) require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees,
 - (b) require the Financial Expert to report every transaction to the Trustees;
 - (c) require the Financial Expert to review the performance of the investments with the Trustees regularly,
 - (d) entitle the Trustees to cancel the delegation arrangement at any time,
 - (e) require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**,
 - (f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt,
 - (g) prohibit the Financial Expert from doing anything outside the powers of the Trustees,
- 4 21 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required,
- 4 22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4 23 subject to the provisions of the **Companies Acts**, to expend the funds of the Charity in indemnifying any Trustee against, and in purchasing and maintaining for any Trustee insurance against, personal liability arising from acts properly undertaken in the administration of the Charity,
- 4 24 subject to Article 5, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers,
- 4 25 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers, employees and workers, their widows and children,
- 4 26 to enter into contracts to provide services to or on behalf of other bodies,

- 4 27 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated,
- 4 28 to establish or acquire subsidiary companies,
- 4 29 to establish a programme for supporters of the Charity,
- 4 30 to pay the reasonable and proper costs of forming and administering the Charity, and
- 4 31 to do anything else within the law which promotes or helps to promote the Objects

5. BENEFITS TO TRUSTEES

The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity provided that nothing in this document shall prevent any payment in good faith by the Charity.

- (a) of the usual professional charges for business done by any trustee who is a solicitor, accountant, or other person engaged in a profession, or by any partner of his or hers, when instructed by Charity to act in a professional capacity on its behalf. Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion,
- (b) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a trustee,
- (c) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees,
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- (e) of reasonable and proper rent for premises demised or let by any member of the Charity or a trustee,
- (f) to any trustee of reasonable out-of-pocket expenses

6 THE TRUSTEES

- 6 1 The Trustees as Charity Trustees have control of the Charity and its property and funds

- 6 2 The number of Trustees shall be not less than three but (unless otherwise determined by **Ordinary Resolution**) shall not be subject to any maximum
- 6 3 Any person who is willing to act as both a Trustee and a **Member** of the Charity and is permitted to be so appointed by the law and the **Articles**, may be appointed, by the Trustees, to be a Trustee
- 6 4 Subject to Article 6 7 one third (or the number nearest one third) of the Trustees must retire at the **AGM** each Year, those longest in office retiring first and the choice between any of equal service being made by drawing lots (unless they otherwise agree among themselves)
- 6 5 Any retiring Trustee who remains qualified may be re-appointed at the same AGM.
- 6 6 If the Charity at the AGM at which a Trustee retires by rotation does not fill the vacancy, the retiring Trustee shall (if willing to act) be deemed to have been reappointed, unless at the AGM it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put to the AGM and lost
- 6 7 Subject to Article 5, the Trustees may appoint one or more of their number to the unremunerated office of managing director or to any other unremunerated executive office under the Charity Any such appointment may be made upon such terms as the Trustees determine Neither a managing director nor a Trustee holding any other executive office shall be subject to retirement by rotation
- 6 8 A Trustee's term of office automatically terminates if he
- (a) is disqualified under the Charities Acts from acting as a Charity Trustee,
 - (b) is incapable, whether mentally or physically, of managing his own affairs,
 - (c) ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming **Membership** of the Charity before the next AGM),
 - (d) resigns by **Written** notice to the Trustees (but only if at least two Trustees will remain in office), or
 - (e) is removed by a resolution of the Trustees but only after inviting the Trustee concerned to give his views and considering the matter in the light of any such views
- 6 9 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

7. PROCEEDINGS OF TRUSTEES

- 7 1 The Trustees must hold at least two meetings each Year
- 7 2 A quorum at a meeting of the Trustees is three Trustees or such other number as the Trustees may from time to time decide

- 7 3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** (if there is one) to give such notice.
- 7 4 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 the other participants
- 7 5 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 7 6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose
- (a) the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees, and
 - (b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature
- 7 7 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue
- 7 8 Whenever a Trustee has a **Personal Interest** in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must
- (a) declare an interest before discussion begins on the matter,
 - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
 - (c) not be counted in the quorum for that part of the meeting, and
 - (d) withdraw during the vote and have no vote on the matter
- 7 9 If a Personal Interest arises for a Trustee, the unconflicted Trustees may authorise the Personal Interest (meaning that the conflicted Trustee will not be breaching his duty under the Companies Acts to avoid conflicts of interest) provided that
- (a) the procedure in Article 7 8 is followed,
 - (b) such authorisation will not result in any benefit which is not permitted by Article 5 being conferred, and
 - (c) the unconflicted Trustees consider it is in the best interests of the Charity to authorise the Personal Interest in the circumstances
- 7 10 For the avoidance of doubt, a Trustee whose Personal Interest has been authorised pursuant to Article 7 9

(a) cannot be counted in the quorum for (and should withdraw during) that part of the meeting which at which the matter in which he has or may have a conflict of interests is discussed, and

(b) cannot vote on such matter and should withdraw during the vote

7 11 An interest which arises for any Trustee by virtue of his position as a director of the **Trading Subsidiary** is not regarded as likely to give rise to a conflict of interests and need not be separately authorised pursuant to Article 7 9 nor separately managed pursuant to Article 7 8

7 12 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

8. POWERS OF TRUSTEES

8.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any **Special Resolution**

8 2 Without prejudice to Article 8 1, the Trustees may

(a) appoint (and remove) any individual to act as Secretary to the Charity,

(b) appoint a Chairman, Treasurer and other honorary officers from among their number,

(c) delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees),

(d) make regulations consistent with the Articles and the Companies Acts to govern

(i) proceedings at **General Meetings**,

(ii) proceedings at meetings of Trustees and meetings of committees, and

(iii) the administration of the Charity and the use of its seal (if any),

(e) establish procedures to assist the resolution of disputes within the Charity,

(f) exercise any powers of the Charity which are not reserved to a General Meeting

8 3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 6 2 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees filling up vacancies in their body or summoning a General Meeting but not for any other purpose

9. MEMBERSHIP

9.1 The Charity must maintain a register of Members in accordance with the Companies Acts

9.2 Membership of the Charity shall be determined as follows

- (a) no-one other than a Trustee shall be admitted to Membership, and
- (b) every Trustee shall, on appointment as such, either sign a Written consent to become a Member or sign the register of Members and shall, in either case, become a Member of the Charity on signature

9.3 Membership is terminated if the Member concerned

- (a) gives Written notice of resignation to the Charity (provided that after such termination the number of Members is not less than two),
- (b) dies,
- (c) is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity (but only after notifying the Member in Writing and considering the matter in the light of any Written representations which the Member concerned puts forward within 14 **Clear Days** after receiving notice), or
- (d) ceases to be a Trustee of the Charity, unless he has retired by rotation at an AGM and been reappointed as a Trustee at that same AGM

9.4 Membership of the Charity is not transferable

10. GENERAL MEETINGS

10.1 The Charity must hold an AGM in every Year at which all Members are entitled to attend. Not more than 15 Months shall elapse between the date of one AGM and the next

10.2 At an AGM the Members

- 10.2.1 receive the accounts of the Charity for the previous financial year,
- 10.2.2 receive the Trustees' report on the Charity's activities since the previous AGM,
- 10.2.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation,
- 10.2.4 elect persons to be Trustees to fill the vacancies arising,
- 10.2.5 appoint auditors for the Charity,
- 10.2.6 may confer on any individual (with his consent) the honorary title of Patron, President or Vice-President of the Charity, and

- 10 2 7 may determine any issues of policy or deal with any other business put before them
- 10 3 The most recent accounts of the Charity will be circulated to the Members at least 14 Clear Days before the date of the AGM
- 10 4 Any General Meeting which is not an AGM is an **EGM**
- 10 5 An EGM may be called on a Written request to the Trustees from at least 5% of the Members
- 10 6 On receipt of a Written request made pursuant to Article 10 5, the Trustees must call an EGM within 21 days and the EGM must be held not more than 28 days after the date of the notice calling the EGM
- 10 7 Members are entitled to attend General Meetings personally or by proxy General Meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed
- 10 8 There is a quorum at a General Meeting if the number of Members present in person or by proxy is at least three
- 10 9 The Chairman or (if the Chairman is unable or unwilling to do so) a Member elected by those present presides at a General Meeting
- 10 10 An EGM may be called at any time by the Trustees or any of them

11. APPOINTMENT OF PROXIES

- 11 1 Proxies may only be validly appointed by a notice In Writing which
- (a) states the name and address of the Member appointing the proxy,
 - (b) identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed,
 - (c) is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine,
 - (d) is delivered to the Charity in accordance with Article 15 8,
 - (e) is received by the Charity at least 24 hours before the meeting to which it relates
- 11 2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes
- 11 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 resolutions
- 11 4 Unless a proxy notice indicates otherwise, it should be treated as
- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting,

- (b) appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as to the meeting itself

- 11 5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 15 8, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates

12. VOTING AT GENERAL MEETINGS

- 12 1 A resolution at a General Meeting shall be decided by a show of hands, unless a poll is demanded
- 12 2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast, save that the Chairman has a casting vote in the event of an equality of votes
- 12 3 Subject to Article 12 4, every Member present in person or by proxy) has one vote on each issue
- 12 4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands
- 12 5 A poll on a resolution may be demanded
 - (a) in advance of the General Meeting where it is to be put to the vote, or
 - (b) at a General Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 12 6 A poll may be demanded by any Member
- 12 7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal
- 12 8 Polls must be taken immediately and in such manner as the chairman of the meeting directs

13. WRITTEN RESOLUTIONS

- 13 1 Subject to Article 13 7, any resolution that may be passed validly at a General Meeting of the Charity may be passed as a written resolution
- 13 2 A written resolution may be proposed by the Trustees or by 5% or more of the Members (on written request to the Trustees)
- 13 3 The Trustees must circulate any proposed written resolution to all Members, together with
 - (a) any accompanying statement,
 - (b) guidance on how to signify agreement to the resolution, and

- (c) the date by which the resolution must be passed if it is not to lapse.
- 13 4 A Member signifies agreement to a proposed written resolution when the Charity receives from him an **Authenticated Document** (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it
- 13 5 Subject to Article 13 6, a written resolution is passed when
 - (a) in the case of an Ordinary Resolution, a simple majority of all the Members have signified their agreement to it, and
 - (b) in the case of a Special Resolution, at least 75% of all the Members have signified their agreement to it
- 13 6 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
- 13 7 The following may not be passed as a written resolution
 - (a) a resolution to remove a Trustee before his period of office expires, and
 - (b) a resolution to remove an auditor before his period of office expires

14. RECORDS & ACCOUNTS

- 14 1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of
 - (a) annual reports,
 - (b) annual returns, and
 - (c) annual statements of account
- 14 2 The Trustees must keep proper records of
 - (a) all resolutions of Members passed otherwise than at a General Meeting,
 - (b) all proceedings at General Meetings,
 - (c) all proceedings at meetings of the Trustees,
 - (d) all reports of committees, and
 - (e) all professional advice obtained
- 14 3 The records referred to in Articles 14 2(a), 14 2(b) and 14 2(c) must be kept for 10 years from the date of the resolution, General Meeting or Trustees' meeting, as relevant
- 14 4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours

- 14 5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs

15. COMMUNICATION WITH MEMBERS

- 15 1 The Charity may validly send or supply any document (including any notice) or information to a Member

- (a) by delivering it by hand to the address recorded for the Member in the register of Members,
- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members,
- (c) by fax to a fax number notified by the Member In Writing,
- (d) by electronic mail to an email address notified by the Member In Writing, or
- (e) by means of a website the address of which has been notified to the Member In Writing,

in accordance with this Article 15

- 15 2 The Charity may only send a document or information to a Member by electronic mail

- (a) where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form, and
- (b) to the address specified for that purpose by the Member

- 15 3 The Charity may send a document or information to a Member via a website if the Member concerned has not responded within 28 days of the Charity sending him a request asking him to agree to the Charity communicating with him in that manner, provided that.

- (a) the request stated clearly what the effect of failure to respond would be,
- (b) when the request is sent to the Member, at least 12 months have passed since the Charity last requested the Member to agree to receive the same or a similar type of document or information via a website,
- (c) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it, and
- (d) the Charity complies with the requirements of Articles 15 4 and 15 5

- 15 4 When sending information or a document via a website, the Charity must notify each intended recipient of

- (a) the presence of the document or information on the website,
 - (b) the address of the website,
 - (c) the place on the website where it may be accessed, and
 - (d) how to access the document or information
- 15 5 Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website
 - (a) in the case of notice of a General Meeting, until after the General Meeting has ended, and
 - (b) in all other cases, for 28 days beginning with the date on which the Charity sent notification pursuant to Article 15 4
- 15 6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - (a) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address,
 - (b) two Clear Days after being sent by first class post to the relevant address,
 - (c) three Clear Days after being sent by second class or overseas post to the relevant address,
 - (d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 15 4),
 - (e) on being handed to the Member personally, or if earlier
 - (f) as soon as the Member acknowledges actual receipt
- 15 7 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 15 8 Members may validly send any notice or document to the Charity
 - (a) by post to
 - (i) the Charity's registered office, or
 - (ii) any other address specified by the Charity for such purposes,
 - (b) to any fax number or email address provided by the Charity for such purposes

16. GUARANTEE & WINDING UP

- 16 1 The liability of members is limited

16 2 Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustments of the rights of the contributories among themselves

16 3 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object

17. INDEMNITY

Subject to the provisions of the Companies Acts every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach or duty or breach of trust in relation to the affairs of the Charity

18. INTERPRETATION

18 1 In the Articles

AGM means an annual general meeting of the Charity,

Articles means these articles of association,

Authenticated Document means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement),

Chairman means the chairman of the Trustees,

Charities Acts means the Charities Acts 1992 to 2011,

Charity means the company governed by the Articles,

Charity Trustee has the meaning prescribed by section 177 of the Charities Act 2011,

Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect,
Commission	means the Charity Commission for England and Wales,
Companies Acts	means the Companies Acts 1985 to 2006,
EGM	means an extraordinary general meeting of the Charity,
Financial Expert	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000,
General Meeting	means an AGM or an EGM,
Member and Membership	refer to membership of the Charity,
Month	means calendar month,
Objects	means the objects of the Charity set out in Article 3,
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority,
Personal Interest	means an interest which conflicts or may possibly conflict with the interests of the Charity but does not include an interest in purchasing trustee indemnity insurance,
Secretary	means the Secretary of the Charity (if any),
Special Resolution	means a resolution of the Members that is passed by a majority of 75% or more,
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, and the profits of which are liable to tax,
Trading Subsidiary	means The Baby Fund Trading Limited, a company limited by shares registered with company number 02557706, of which the Charity is the sole member,
Trustee	means a director of the Charity and Trustees means all of the directors,
Written or In Writing	refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail,

- Year** means calendar year
- 18.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles
- 18.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it
- 18.4 References to one gender shall include any other gender
- 18.5 Articles 3, 4.23, 5 and 16 must not be changed without the prior Written authorisation of the Commission
- 18.6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity