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**THE COMPANIES ACT 2006  
SPECIAL RESOLUTION  
THE MISCARRIAGE FOUNDATION  
CHANGE OF ARTICLES OF ASSOCIATION**

At a general meeting of the members of the above named company, duly convened and held at 137-139 High Street, Epsom, Surrey, KT19 8EH on 18 May 2015 at 12 30pm

The following Special Resolution was duly passed

That the Articles of Association of the company be modified as follows.

By the implementation of the new attached articles

DATED 18 May 2015

SIGNED

Hassan Shehata

Mr Hassan Shehata, Director

FRIDAY



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A11

22/05/2015  
COMPANIES HOUSE

#166

# COMPANIES ACTS 1985 1989 AND 2006

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

### ARTICLES OF ASSOCIATION OF THE MISCARRIAGE FOUNDATION

Company Registration number 09430930



COMPANIES HOUSE

*Adopted by a Special Resolution of the Members passed on 18 May 2015*

#### **1 NAME**

1.1 The name of the Company is The Miscarriage Foundation ("the Charity")

1.2 The Charity may change its name by a unanimous vote of the **Trustees**

#### **2 REGISTERED OFFICE**

The registered office of the Charity is to be in England & Wales

#### **3 OBJECTS**

The objects of the Charity are to research the medical reasons for recurrent miscarriages, to raise the public awareness of recurrent miscarriages, and to innovate the treatment of recurrent miscarriages through research

#### **4 POWERS**

In order to achieve the above objects the Charity may

- 4.1 give information, support and guidance to individuals and families suffering from the effects of miscarriage or threatened miscarriage, through office-based staff and a network of local contacts,
- 4.2 provide information about all aspects of miscarriage to statutory and voluntary Organisations, professionals and volunteers, students, the media and the general public
- 4.3 help set up local groups for the mutual help and support of those suffering the effects Of miscarriage,
- 4.4 write, or commission, and produce for circulation materials which will help achieve the

Charity's objectives, and make a reasonable charge for copies,

**4.5** promote, or help others to promote, research into miscarriage and to publish, or promote publication of, research findings Such research will include the study of the Incidence, causes, effects, treatment, management and prevention of miscarriage,

**4.6** reproduce and circulate papers, leaflets and other written materials, or parts of these And to make a reasonable charge for copies as long as

4 6 1 this is with the author's or publisher's permission and

4 6 2 this is within the laws of copyright,

**4.7** organise and run, alone or with other groups, meetings, lectures, conferences, Seminars and training courses awareness of aspects of miscarriage,

**4.8** advertise the Charity and its services nationally and locally in order to promote use of Its services and to raise awareness of aspects of miscarriage,

**4.9** raise funds (but not by means of **taxable trading**),

**4.10** buy, rent or take in exchange any property necessary to achieve the objects And may Maintain, alter or equip it for the Charity's use,

**4.11** sell, let, mortgage or dispose of any of the charity's property or assets, as long as this is Done lawfully,

**4.12** borrow money on whatever terms and security the Trustees believe to be necessary, As long as this done lawfully,

**4.13** employ and pay whichever staffs are needed to supervise, organise and carry out the Work of the Charity, within the framework of equality of opportunity,

**4.14** co-operate with other charities, voluntary organisations, statutory authorities, groups And individuals who are working in similar or related fields, and exchange information Or advice with them,

**4.15** set up, manage or support any other charity or charities formed for any or all of the Charities objects,

**4.16** invest any of the Charity's funds which are not immediately needed for its objects in Investments, securities or properties which are thought to be suitable,

**4.17** deposit or invest funds in any manner (but to invest only after obtaining advice from a Financial expert and having regard to the suitability of investments and the need for Diversification)

**4.18** delegate the management of investments to a financial expert but only on terms that

**4.18.1** The investment policy is set down in writing for the financial expert by The Trustees,

**4.18.2** Every transaction is reported promptly to the Trustees,

**4.18.3** The performance of the investments is reviewed regularly with the Trustees,

**4.18.4** The Trustees are entitled to cancel the delegation arrangement at any Time,

**4.18.5** The investment policy and the delegation arrangement are reviewed at Least once a year,

**4.18.6** All payments due to the financial expert are on a scale or at a level which Is agreed in advance and are notified promptly to the Trustees on Receipt,

**4.18.7** The financial expert must not do anything outside the powers of the Trustees,

**4.19** Arrange for investments or other property of the Charity to be held in the name of a Nominee (being a corporate body registered or having an established place of business In England and Wales) under the control of the Trustees or of a financial expert acting Under their instructions and to pay any reasonable fee required,

**4.20** Set up any advisory committees which the Trustees feel might be necessary,

**4.21** Advice, educate or influence government and/or the general public on matters relating To miscarriage, providing that this is in pursuit of the Charity's aims and in accordance With the guidelines laid down by the **Commission**,

**4.22** insure the property of the Charity against any foreseeable risk and take out other Insurance policies to protect the Charity when required,

**4.23** insure the Trustees against the costs of a successful defence to a criminal prosecution Brought against them as charity trustees or against personal liability incurred in respect Of any act or omission which is or is alleged to be a breach of trust or breach of duty, Unless the Trustee concerned knew that, or was reckless whether, the act or omission Was a breach of trust or breach of the duty,

**4.24** enter into contracts to provide services to or on behalf of the other bodies,

**4.25** establish subsidiary companies to assist or act as agents for the Charity,

**4.26** pay the costs of forming the Charity, and

**4.27** do all other lawful things which are necessary to achieve the Objects

## **5 BENEFITS TO MEMBERS AND TRUSTEES**

**5.1** The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **members** of the Charity but

**5.1.1** Members (excluding Trustees) may be employed by or enter into contracts With the Charity and receive reasonable payment for goods or services Supplied,

**5.1.2** Members (including Trustees) may be paid interest at a reasonable rate on Money lent to the Charity,

**5.1.3** Members (including Trustees) may be paid a reasonable rent or hiring fee For property let or hired to the Charity,

**5.1.4** Individual members who are not Trustees but who are beneficiaries may Receive charitable benefits in that capacity

**5.2** A Trustee must not receive any payment of money or other material benefit (whether Directly or indirectly) from the Charity except

**5.2.1** as mentioned in Articles 4.23, 5 1 2, 5 1 3 or 5.3,

**5.2.2** Reimbursement of reasonable out-of—pocket expenses actually incurred In running the Charity,

**5.2.3** An indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal Proceedings),

**5.2.4** in exceptional cases, other payments or benefits (but only with the written Approval of the commission in advance)

**5.3** Any Trustee (or any person connected to a Trustee whose remuneration might result in a Trustee obtaining a material benefit) may enter into a Contract Charity to supply goods or services in return for payment or other material benefit but only if

**5.3.1** The goods or services are actually required by the Charity,

**5.3.2** The nature and level of the remuneration is no more than is reasonable in Relation to the value of the goods services and is set in accordance with the Procedure in Article 15 1, and

**5.3.3** In any financial year, no more than half of the Trustees are subject to such a Contract (or have a person connected to them who is subject to such a contract)

**5.4** This clause may not be amended without the prior written consent of the commission

## **6. LIMITED LIABILITY**

The liability of members is limited

## **7. GUARANTEE**

Every member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of Dissolution and the liabilities incurred by the Charity while the contributor was a Member

## **8. MEMBERSHIP**

**8.1** The Charity must maintain a register of members in accordance with the Acts

**8.2** Membership of the Charity is open to any individual or couple or group or organisation Interested in promoting the Objects who

**8.2.1** applies to the Charity in the form required by the Trustees,

**8.2.2** is approved in such manner as the Trustees shall determine, and

**8.2.3** consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative

**8.3** Each member shall be allowed one vote but

- 8.3.1** a couple who hold joint membership or a group may only exercise one vote between them.
  - 8.3.2** Honorary members (see 8.4) shall not be entitled to vote,
  - 8.3.3** Members under 18 years of age shall not be entitled to vote
- 8.4** The Trustees may establish further classes of membership (including honorary Membership) and prescribe their respective privileges and duties and set the amounts of Any subscriptions
- 8.5** Membership is terminated if the member concerned
  - 8.5.1** Gives written notice of resignation to the Charity
  - 8.5.2** Dies or (in the case of an organisation) ceases to exist
  - 8.5.3** is an authorised representative and ceases to be a member of her or his member organisation as determined by the rules of that member organisation,
  - 8.5.4** is six month in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due)Or
  - 8.5.5** 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)
- 8.6** Membership of the Charity is not transferable

## **9. GENERAL MEETINGS**

- 9.1** Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative or by proxy
- 9.2** General meetings are called on at least 14 clear days written notice specifying the Business to be discussed

- 9.3** There is a quorum at a general meeting if the number of members present in person by authorised representative or by proxy is at least fifteen
- 9.4** The Chair or (if the Chair is unable or willing to do so) some other Trustee elected by Those present presides at a general meeting
- 9.5** A general meeting may be called on a written request to the Trustees from at least ten per cent (10%) of the members or, if more than twelve months have passed since the Charity last held a general meeting, from five per cent (5%) of the members
- 9.6** On receipt of a written request made pursuant to Article 9 5, the Trustees may call a general meeting within 21 days and the general meeting must be held not more than 28 days of the notice calling the general meeting

## **10. APPOINTMENT OF PROXIES**

- 10.1** Proxies may only be validly appointed by a notice in writing which
- 10.1.1** States the name and address of the member appointing the proxy,
  - 10.1.2** Identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
  - 10.1.3** Is signed by the member appointing the proxy or is authenticated in such manner as the Trustees may determine,
  - 10.1.4** Is received by the Charity at least 24 hours before the meeting to which it relates
- 10.2** The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes
- 10.3** 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
- 10.4** Unless a proxy notice indicates otherwise, it should be treated as
- 10.4.1** Allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting,
  - 10.4.2** 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. VOTING AT GENERAL MEETINGS**

- 11.1** A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded
- 11.2** Except where otherwise provided by the Acts, every issue is decided by a majority of the votes cast
- 11.3** Subject to Article 11 4, every member present in person or by proxy has one vote on each issue
- 11.4** A person who has been appointed as proxy for more than one member has only one vote on a show of hands
- 11.5** A poll on a resolution may be demanded
  - 11.5.1** in advance of the general meeting where it is to be put to the vote, or
  - 11.5.2** 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
- 11.6** A poll may be demanded by
  - 11.6.1** the chairman of the meeting,
  - 11.6.2** any Trustee,
  - 11.6.3** two or more persons having the right to vote on the resolution, or
  - 11.6.4** a person representing at least 10% of the total voting rights of all the members present at the meeting and having the right to vote on the resolution
- 11.7** 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
- 11.8** Polls must be taken immediately and in such manner as the chairman of the meeting directs

## **12. WRITTEN RESOLUTIONS**

- 12.1** Subject to Article 12 8, any resolution that may be passed validly at a general meeting

of the Charity may be passed as a **Written Resolution**

**12.2** A Written Resolution may be proposed by the Trustees or by 5% or more of the members (on written request to the Trustees)

**12.3** If the members exercise their right to propose a written Resolution

**12.3.1** They may also require the Charity to circulate with it an accompanying statement of up to 1,000 words on the subject matter of the resolution, and

**12.3.2** such members shall meet the costs of circulating the Written Resolution (and, where relevant any accompanying statement), unless the Charity resolves otherwise

**12.4** The Trustees must circulate any proposed Written Resolution to all members, together with

**12.4.1** any accompanying statement,

**12.4.2** guidance on how to signify agreement to the resolution, and

**12.4.3** the date by which the resolution must be passed if it is not to lapse

**12.5** 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

**12.6** Subject to Article 12 7, a Written Resolution is passed when

**12.6.1** in the case of an ordinary resolution, a simple majority of the Members have signified their agreement to it, and

**12.6.2** in the case of a special resolution, at least 75% of the members have signified their agreement to it

**12.7** 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

**12.8** The following may not be passed as a Written Resolution

**12.8.1** a resolution to remove a Trustee before his period of office expires, and

**12.8.2** a resolution to remove an auditor before his period of office expires

### **13. THE TRUSTEES**

**13.1** A Trustees term of office automatically terminates If she or he

**13.1.1** is disqualified under the Charities Act 1993 from acting as a charity Trustee,

**13.1.2** is absent from more than one-half of the meetings of the Trustees in any one year (without the consent of the other Trustees),

**13.1.3** resigns by written notice to the Trustees (but only if at least two Trustees will remain in office) or

**13.1.4** is removed by resolution passed by at least 75% of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views

**13.2** A Trustee's term of office will be reviewed if she/he is unable to fulfil her/his Responsibilities/duties as a Trustee

**13.3** The Trustees may at any time during the year by a majority vote co-opt any person duly qualified as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next Annual Appointments Meeting and the number of co-opted Trustees must not be more than one-half of the total number of Trustees

**13.4** 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

### **14 CONFLICTS OF INTEREST**

**14.1** 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

**14.1.1** declare the interest before discussion begins on the matter

**14.1.2** withdraw from the meeting for that item unless expressly invited to remain in order to provide information

**14.1.3** not be counted in the quorum for that part of the meeting unless explicitly agreed by all trustees, and

**14.2** If a conflict of interest arises, or might arise, for a Trustee because of a duty or loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may authorise such a conflict of interests provided that

**14.2.1** The procedure in Article 15.1 is followed, and

**14.2.2** The unconflicted Trustees consider it is the best interests of the Charity to authorise the conflict of interest in the circumstances applying

## **15. POWERS OF TRUSTEES**

**15.1** The Trustees have the following powers in the administration of the Charity

**15.1.1** to appoint (and remove) any member or employee to act as Secretary to the charity in accordance with the Act,

**15.1.2** to appoint a Chair, Vice—Chair, Treasurer and other honorary officers from among their number,

**15.1.3** to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least two members of every committee must be Trustees and all proceedings of such committee must be reported promptly to the Trustees),

**15.1.4** to set the level of subscriptions for members and waive payment at their discretion,

**15.1.5** to confer on any individual (with her or his consent) the honorary title of Patron, President or Vice-President of the Charity,

**15.1.6** to make Standing Orders consistent with the Articles and the Acts) to govern proceedings at general meetings,

**15.1.7** to make Rules consistent with the Articles and the Acts to govern proceedings at their meetings and at meetings of committee,

**15.1.8** to make Regulations consistent with the Articles and the Acts to govern the administration of the Charity and the use of its seal (if any)

**15.1.9** to establish procedures to assist the resolution of disputes within the Charity

**15.1.10** to exercise any powers of the Charity which are not reserved to a general meeting

## **16. RECORDS & ACCOUNTS**

**16.1** The Trustees must comply with the requirements of the Acts and of the Charities Acts as to keeping financial records the audit of accounts and the preparation and transmission the Registrar of Companies and the Commission of

**16.1.1** annual reports,

**16.1.2** annual returns, and

**16.1.3** annual statements of account

**16.2** The Trustees must keep proper records of

**16.2.1** all proceedings at general meetings,

**16.2.2** all resolutions of members passed Otherwise than at a general meeting

**16.2.3** all proceedings at meetings of the Trustees

**16.2.4** all reports of committees, and

**16.2.5** all professional advice obtained,

**16.3** Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees If the Trustees so decide,

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

## **17 NOTICES**

- 17.1** The Charity may validly send or supply any document (including any notice) or information to a member

**17.1.1** by delivering it by hand to the address recorded for the member in the register of members,

**17.1.2** 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,

**17.1.3** by fax to a fax number notified by the member in writing,

**17.1.4** by electronic mail to an email address notified by the member in writing or

**17.1.5** by means of a website the address of which has been notified to the member in writing,

In accordance with the provisions of the Acts

- 17.2** Any notice given in accordance with these Articles is to be treated for all purposes as having been received

**17.2.1** 24 hours after being sent by electronic means or delivered by hand to the relevant address

**17.2.2** two clear days after being sent by first class post to the relevant address,

**17.2.3** three clear days after being sent by second class or overseas post to that the relevant address

**17.2.4** 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 on

accordance with the Acts),

**17.2.5** On the date of publication of a newspaper containing the notice,

**17.2.6** On being handed to the member (or, in the case of a member organisation, its authorised representative) personally, or if earlier

**17.2.7** as soon as the member acknowledges actual receipt

**17.3** 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

**17.4** Members may validly send any notice or document to the Charity

**17.4.1** by post to the Charity's registered office or any other address specified by the charity for such purposes.

**17.4.2** to any fax number or email address provided by the Charity for such purposes

## **18. DISSOLUTION**

**18.1** If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

**18.1.1** by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,

**18.1.2** directly for the Objects or charitable purposes within or similar to the Objects,

**18.1.3** in such other manner consistent with charitable status as the Commission approve in writing in advance

**18.2** A final report and statement of account must be sent to the Commission

**18.3** Nothing in the Articles shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005

## **19. INTERPRETATION**

**19.1** In the Articles

'The Acts'	means the Companies Act 1985, 1939 and 2006
'The Articles'	means these articles of association,
'Authorised representative'	means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and who name is given to the Secretary,
'Chair'	means the chair appointed by the Trustees in accordance with Article 14 4,
'The Charity'	means the company governed by these Articles
'The Charities Acts'	has the meaning prescribed by section 97/(1) of the Charities Act 1993,
'clear day'	means the period excluding the day when the notice is given or deemed to be given and the day from which it is given or on which it is to take effect,
'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,
'material benefit'	means a benefit which may not be financial but has a monetary value,
'member' and 'membership'	refers to membership of the Charity,
'miscarriage'	includes ectopic pregnancy and molar pregnancy and 'miscarried' shall be construed accordingly [Ruth to review]
'month'	means calendar month
'the objects'	means the Objects of the Charity as set out in Article



'person connected to' X	(where X is a Trustee) means <b>a)</b> A child, parent, grandchild, grandparent, brother or sister of X, <b>b)</b> the spouse or civil partner of X or anyone falling within paragraph (a), <b>c)</b> a person carrying on business in partnership with X or with any person falling within paragraph (a) or (b), <b>d)</b> an institute which is controlled by X or by any person falling within paragraph (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), <b>e)</b> a body corporate in which X or any person within paragraph (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest),
'personal interest'	does not include (a) an interest held only in a fiduciary capacity (e g as a trustee of another charity) or (b) an interest in purchasing trustee indemnity insurance,
'properly incurred'	means incurred otherwise than in connection with negligence, default, breach of duty or breach of trust in relation to that Charity,
'secretary'	means the secretary of the Charity,
'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,
'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 email,
'Written Resolution'	means a resolution passed or to passed pursuant to Article 12,

'year'

means calendar year

**20.2** Unless the context requires otherwise, expressions defined in the charities Acts and the Acts have the same meaning in the Articles

**20.3** 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

**20.4** References to any gender shall include all other genders

**20.5** The relevant model articles prescribed by the Act are excluded in their entirety from having any application to be the Charity