The Companies Acts 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

THE ROYAL COLLEGE OF MIDWIVES TRUST

As amended by Special Resolutions passed on 10 September 2000 and 15 July 2009.

Company No. 1345335

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

THE ROYAL COLLEGE OF MIDWIVES TRUST

(As amended by Special Resolution passed on 10 September 2000)

1. The Trust is called "THE ROYAL COLLEGE OF MIDWIVES TRUST".

2. The registered office of the Trust is situated in England.

3. The objects of the Trust are to promote and advance the art and science of midwifery and the effectiveness of midwives.

4. To further these objects the Trust may:

(A) Establish a centre of information for the public on all questions relating to midwifery.

(B) Provide and equip a lending library (including access to electronic information) and lecture rooms for midwifery and related subjects.

(C) Arrange courses of lectures and demonstrations on midwifery and related subjects and encourage the exchange of information and the discussion of papers, reports and other material.

(D) Print, publish and distribute reports and lectures and any papers, communications, works or treatises or other material on midwifery or related subjects.

(E) Hold examinations, award prizes and distinctions and provide scholarships.

(F) Co-operate with government departments and statutory bodies such as the United Kingdom Central Council or any of their successor bodies and other Statutory Bodies in England, Wales, Scotland and Northern Ireland appointed for the examination and registration of midwives and with universities, educational institutions and health authorities.

(G) Acquire and deal with real or personal property and any rights or privileges.

(H) Borrow or raise and secure the payment of money.

(I) Administer any charitable trusts.

(J) Invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, including investment under a discretionary management agreement.

(K) Arrange for investments or other property of the Trust to be held in the name of a corporate body as nominee under the control of the Trust or its investment manager and to pay any reasonable fee required.

(L) Establish and support other charities and give or guarantee money for charitable purposes.

(M) To 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 duty.

(N) Do any other lawful act which will further the objects of the Trust.

5. The income and property of the Trust must be applied only to promote the objects of the Trust set out in this Memorandum and no part may be paid or transferred directly or indirectly, to members of the Trust and no Trustee may receive any remuneration or other benefit in money or money's worth from the Trust.

Provided this shall not prevent the payment in good faith by the Trust:-

(a) of reasonable and proper remuneration to any member, officer or employee of the Trust who is not a Trustee for any services given to the Trust;

(b) of interest at a reasonable and proper rate on money lent by any member of the Trust who is not a Trustee;

(c) of reasonable and proper rent for premises demised or let by any member of the Trust (who is not a Trustee);

(d) of fees, remuneration or other benefit to any company in which a Trustee has no more than a one per cent shareholding;

(e) of reasonable travelling and other out of pocket expenses to any Trustee when these have been incurred in carrying out the duties of a Trustee;

(f) of premiums in respect of trustee indemnity insurance in accordance with Clause 4(M) above.

(g) to any Trustee who possesses specialist skills or knowledge required by the Trust for its proper administration of reasonable charges for work of that nature done by her when instructed by the Trust to act on its behalf on condition that:

(i) at no time may a majority of the Trustees benefit under this provision; and

(ii) a Trustee must withdraw from any meeting whilst her own instruction or remuneration is being discussed.

6. The liability of the members is limited.

7. Every member of the Trust undertakes to contribute an amount not exceeding £1 to the assets of the Trust if it is wound up while she is a member, or within one year after she ceases to be a member:

(a) for payment of the debts and liabilities of the Trust ;

(b) for the costs, charges and expenses of winding up the Trust; and

(c) for the adjustment among themselves of the rights of people who have contributed to the assets of the Trust.

8. If any property remains after the Trust has been wound up and the debts and liabilities have been satisfied it shall not be paid to or distributed among the members of the Trust, but will be given to some other charity or charities with objects similar to the objects of the Trust, to be decided by the members of the Trust at or before the winding up .

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

W.A. ANDREWS, 9 Frankley Avenue, Halesowen, West Midlands.
President

MARGARET I. FARRER, Coombe Brook, Dawlish, South Devon.
Vice President

JOAN GREENWOOD, 30 Guibal Road, Lee, London SE12 9LX
Honorary Treasurer

DOROTHY M. WEBSTER, 8 Pensfield Park, Westbury-on-Trym, Bristol
Vice Chairman

Z.H. BARNETT, Orchard Cottage, Coychurch, Bridgend Mid Glamorgan
Vice Chairman

F. HARRISON, 43 Bramble Rise, Cobham, Surrey
Vice Chairman

D. M. HAWKINS, 42a Kidbrooke Park Road, Blackheath, London SE3 ODU
Past President

Dated this 17th day of October 1977.

Witness to the above Signatures:

BRENDA MEE,
General Secretary.

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE ROYAL COLLEGE OF MIDWIVES TRUST

(As amended by Special Resolutions passed on 10 September 2000 and 15 July 2009 and incorporating Elective Resolutions passed on 5 November 2005)

DEFINITIONS

1. In these Articles the words standing in the first column below on the left have the meaning opposite to them on the right, if consistent with the subject or context:-

"The Act"	The Companies Act 1985 as amended by the Companies Act 1989
"The College"	The Royal College of Midwives
"Conflict of Interest"	any interest of a Trustee (whether personal, by virtue or a duty of loyalty to another organisation or otherwise) that conflicts or might conflict with the interests of the Trust
"Month"	Calendar month
"The Registered Office"	The registered office of the Trust
"The Seal"	The common seal of the Trust
"The Trust"	The Royal College of Midwives Trust
"The Trustees and Trustee Board"	The Trustees of the Trust
"The United Kingdom"	England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man
"The United Kingdom	The United Kingdom Central Council for Nursing, Midwifery

Central Council"	and Health Visiting established under the provisions of the Nurses, Midwives and Health Visitors Act 1979 or any amending or subsequent legislation
"Voting member of the College"	A member of the College who has a right under the Articles of the College to vote at general meetings of the College.

Unless the contrary appears, words that suggest the singular include the plural number, and vice versa; and

Words suggesting the feminine gender include the masculine;

Words suggesting a person include a corporation.

Any words or expressions defined in the Act will if consistent with the subject or context, mean the same in these Articles.

MEMBERSHIP

2. The members of the Trust are:

(a) The College

(b) The members for the time being of the Council of the College.

GENERAL MEETINGS

Annual General Meeting[1]

3. The Trust must hold an Annual General Meeting once in each calendar year in addition to any other meetings in that year. Not more than fifteen months may elapse between the date of one Annual General Meeting and the next. The Trustee Board will decide where and when the Annual General Meeting will be held.

Extraordinary General Meetings

4. All General Meetings, other than Annual General Meetings will be called Extraordinary General Meetings.

5. The Trustee Board may call an Extraordinary General Meeting at any time and Extraordinary General Meetings may also be convened on a requisition signed by one tenth of the members entitled to attend and vote at the meeting in accordance with the Act.

Length of Notice

[1] In accordance with Section 366A of the Companies Act 1985 the Company has dispensed with holding annual general meetings. See the elective resolutions passed on 5 November 2005 incorporated at the end of these Articles of Association.

6. An Annual General Meeting and a meeting called to pass a special resolution, must be called by giving at least twenty one days' notice in writing. Any other General Meeting must be called by giving at least fourteen days' notice in writing. The notice is exclusive of the day on which it is served and of the day of the meeting called by the notice.

But a General Meeting may be called by a shorter notice if it is so agreed:

(a) in the case of an Annual General meeting by all the members entitled to attend and vote at that meeting; and

(b) in the case of any other meeting by at least ninety-five per cent of the members having a right to attend and vote at the meeting.

Contents of Notice

7. Every notice calling a General Meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted. A notice of an Annual General Meeting must specify that it is an Annual General Meeting. If a special resolution is to be proposed, the notice must contain a statement to that effect.

Failure to give notice

8. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member will not invalidate the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

Quorum

9. No business may be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. The quorum for a General Meeting is five members present in person.

10. If a quorum is not present within 30 minutes from the time appointed for holding the meeting, then:

(a) if the meeting was called on the requisition of members, it will be dissolved;

(b) if the meeting was called by the Trustee Board it will be adjourned to such other day, time and place as the Trustees may decide. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting the members present shall be a quorum.

Chairman

11. The Chairman of the Trust elected in accordance with Article 27 will chair every General Meeting. In her absence a Trustee selected by the meeting will take the chair.

Adjournment

12. The Chairman may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting) adjourn the meeting from time to time, and from place to place. No business may be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting must be given in the same manner as for the original meeting. In any other case it is not necessary to give any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

Show of hands

13. At any General Meeting a resolution put to the vote of the meeting will be decided on a show of hands, unless a ballot is (before or upon the declaration of the result of the show of hands) demanded by the Chairman or by at least three members present in person or by proxy or in the case of the College by its authorised representative Unless a ballot is demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Trust will be conclusive evidence of the fact without proof, of the number or proportion of the votes recorded in favour of or against that resolution. A demand for a ballot may be withdrawn.

Ballot

14. Subject to the provisions of Article 15, if a ballot is demanded in accordance with Article 13, it will be taken at such time and place, and in the manner the Chairman of the meeting directs. The result of the ballot will be treated as the resolution of the meeting at which the ballot was demanded.

15. No ballot may be demanded on the election of a Chairman of a meeting, or on any question of adjournment.

16. A demand for a ballot will not prevent the meeting from transacting any business except the question on which the ballot is demanded.

Casting vote

17. If the votes are equal, either on a show of hands or on a ballot, the Chairman of the meeting will have a second vote.

VOTES OF MEMBERS

Voting

18. Every member will have one vote.

19. The College may appoint a duly authorised representative to vote on its behalf in accordance with the Act.

Objection to voting

20. No objection may be raised to the right of any member to vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered. Any objection made in due time will be referred to the Chairman of the meeting whose decision to accept or reject the vote will be final and conclusive. Unless the Chairman upholds the objection and rejects the vote at the meeting, the vote will be treated as valid.

TRUSTEE BOARD

Trustees

21. There will be not less than 8 and not more than 50 Trustees.

Appointment of Trustees

22. Trustees are appointed in writing by the College for a term of two years and may be re-appointed.

Termination and suspension of office of Trustees

23. A Trustee will cease to hold office:

(a) If she is incapable, whether mentally or physically, of managing her own affairs.

(b) If she sends in a written resignation to the Trustee Board which is either accepted or not withdrawn within fourteen days.

(c) If she is removed from office by the College.

(d) If she is removed from office or disqualified from holding office under any statute or Court Order.

POWERS OF THE TRUSTEE BOARD

24. (a) The members of the Trustee Board as charity trustees control the Trust and its property and funds.

(b) The Trustee Board may use all the powers of the Trust except those powers which are required by the Act or these Articles to be exercised by the Trust in General Meeting.

PROCEEDINGS OF THE TRUSTEE BOARD

Conflicts of interest

25. Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, she must declare his or her interest to the Trustees

unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already. If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

26. Whenever a Trustee has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made by written resolution of the Trustees :

    (a) if the Conflict of Interest relates to a benefit permitted under Clause 5 of the Memorandum, then the procedure in Article 27 must be complied with – authorisation under Article 28 is not permitted for this type of Conflict of Interest;

    (b) for all other Conflicts of Interest, the Trustee must comply either with Article 27 or authorisation must be given by the unconflicted trustees under Article 28.

27 A Trustee with a Conflict of Interest must (subject to 26 above):

    (a) remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate not be counted in the quorum for that part of the meeting; and

    (b) withdraw during the vote and have no vote on the matter.

Trustees' power to authorise a conflict of interest

28. The Trustees have power to authorise a Trustee to be in a position of conflict of interest provided:

    (a) this power does not apply to any Conflict of Interest arising from a personal financial interest of the trustee and/or a benefit permitted under Clause 5 of the Memorandum

    (b) nothing in this Article 28 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Memorandum.

    (c) in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must comply with Article 27

    (d) in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum,

    (e) the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation.

29. If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 28 then, even if she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent herself from meetings of the

Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.

30. A Trustee shall not be accountable to the Trust for any benefit which she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 28 (subject to any limits or conditions to which such approval was subject).

31. When a Trustee has a Conflict of Interest which she has declared to the Trustees, she shall not be in breach of her duties to the Trust by withholding confidential information from the Trust if to disclose it would result in a breach of any other duty or obligation of confidence owed by her.

Regulation of business

32. The Trustee Board may meet together to conduct business, adjourn and otherwise regulate their meetings and procedure as they decide. Questions arising at any meeting will be decided by a majority of the votes cast by the Trustees present and entitled to vote. If the votes are equal the Chairman will have a second vote. Unless the Trustees decide otherwise the quorum for meetings of the Trustee Board will be one quarter of the Trustees. If the number of Trustees cannot be divided exactly by four, the quorum shall be the number of Trustees divided by four rounded up to the nearest whole number.

33. A meeting of the Trustee Board may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all other participants.

Chairman of the Trust

34. A Chairman of the Trust shall be elected every two years by the Trustee Board from among its members. She will hold office for two years beginning at the start of the Trust year and will be eligible for two further years after which a period of two years must elapse before she is again eligible for re-election.

Committees

35. The Trustee Board may delegate any of their powers to committees.

36. A committee may consist of any persons the Trustee Board thinks suitable provided that the majority of the committee members are Trustees.

37. The Trustee Board shall appoint a Finance Committee to determine or advise on matters relating to finance remitted to it by the Trustees.

Proceedings of committees

38. The Trustee Board will determine the terms of reference of any committee and may make, amend and revoke regulations governing their membership, functions and powers provided that the quorum of any committee must require at least two thirds of the members

present to be Trustees. In the absence of regulations the meetings and proceedings of any committee will be governed by these Articles.

Validity of acts

39. Acts done in good faith by any meeting of the Trustee Board or of any committee of the Trustee Board, or by any person acting as a Trustee or committee member, will be valid in spite of any defect in the appointment or continuation in office of any person acting as a Trustee or committee member.

Minutes

40. The Trustee Board must ensure that proper minutes are made

(a) of all appointments of officers made by the Trustee Board; and

(b) of the proceedings and resolutions of all meetings of the Trust and of the Trustee Board and of committees of the Trustee Board. Minutes of any meeting, if signed by the Chairman of that meeting, or by the Chairman of the next succeeding meeting, will be conclusive evidence of the facts stated in the minutes.

Resolution in writing

41. A resolution in writing signed by all the Trustees or of any committee of the Trustees will be as valid and effective as if it had been passed at a meeting of the Trustee Board or committee duly convened and held. It may consist of several identical documents, each signed by one or more Trustees or committee members.

COMPANY SECRETARY

42. The Trustee Board shall appoint the General Secretary of the College to be the Company Secretary of the Trust and may appoint a deputy or assistant to act in her place if there is no General Secretary or if she is unable to act.

THE SEAL

43. The Trustee Board must provide for the safe custody of the Seal of the Trust. It may only be used with the authority of the Trustee Board or of a committee authorised by the Trustee Board. Every document to which the Seal is affixed must be signed by a Trustee and counter-signed by the Secretary or by a second Trustee.

ACCOUNTS

Accounting Records

44. The Trustee Board shall cause accounting records to be kept in accordance with the requirements of the Act.

Location of accounting records.

45. The accounting records shall be kept at the Trust's Registered Office, or, subject to the provisions of the Act, at such other place as the Trustee Board may decide.

Inspection of accounting records

46. The accounting records must always be open to inspection by the Trustees.

Copies of accounts to be sent to members

47. At the Annual General Meeting in every year the Trustee Board must lay before the Trust[2] a proper income and expenditure account for the period since the last preceding account together with a balance sheet made up as at the same date. The balance sheet must be accompanied by reports of the Trustee Board and the Auditors, and copies of the account, balance sheet and reports must be sent at least 21 days before the meeting to the Auditors and to every member of the Trust. The Auditors' report will be open to inspection and be read before the meeting as required by the Act.

AUDIT

48. The Trust's accounts must be audited annually.

49. Auditors must be appointed and their duties regulated in accordance with the Act.[3]

NOTICES

Service of notice

50. A notice may be served by the Trust upon any member, by first class post in a prepaid letter, addressed to her at her registered address as it appears in the register of members.

51. Any notice, sent by post, will be treated as having been served 24 hours after it was posted. To prove service it is sufficient to show that the letter containing the notice was properly addressed, prepaid and posted.

Entitlement to notice

52. Notice of every General Meeting must be given to:

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[2] In accordance with Section 252 of the Companies Act 1985 the Company has dispensed with laying reports and accounts before the Company in general meeting. See the elective resolutions passed on 5 November 2005 incorporated at the end of these Articles of Association.

[3] In accordance with Section 386 of the Companies Act 1985 the Company has dispensed with appointing auditors annually. See the elective resolutions passed on 5 November 2005 incorporated at the end of these Articles of Association.

(a) every member of the Trust;

(b) the auditor of the Trust;

(c) every Trustee.

WINDING-UP

53. Clauses 6 and 7 of the Trust's Memorandum govern the dissolution of the Trust.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

W.A. ANDREWS, 9 Frankley Avenue, Halesowen, West Midlands
President

MARGARET I, FARRER, Coombe Brook, Dawlish, South Devon
Vice President

JOAN GREENWOOD, 30 Guibal Road, Lee, London SE12 9LX
Honorary Treasurer

DOROTHY M. WEBSTER, 8 Pensfield Park, Westbury-on-Trym, Bristol
Vice Chairman

Z.H. BARNETT, Orchard Cottage, Coychurch, Bridgend Mid Glamorgan
Vice Chairman

F. HARRISON, 43 Bramble Rise, Cobham, Surrey
Vice Chairman

D.M. HAWKINS, 42a Kidbrooke Park Road, Blackheath, London SE3 ODU
Past President

Dated this 17th day of October 1977.

Witness to the above Signatures:

BRENDA MEE,
General Secretary

The Royal College of Midwives Trust
A Private company limited by guarantee
Company number 1345335

ELECTIVE RESOLUTIONS OF THE ROYAL COLLEGE OF MIDWIVES TRUST

It is hereby resolved by way of elective resolution that:

(a) in accordance with Section 366A of the Companies Act 1985 (the Act) the Company shall dispense with the holding of annual general meetings; and

(b) in accordance with Section 252 of the Act the Company shall dispense with the laying of reports and accounts before the Company in general meeting; and

(c) in accordance with Section 386 of the Act the Company shall dispense with the obligation to appoint auditors annually.

These elective resolutions were passed on 5 November 2005 by means of written resolution signed by all the members of the Company entitled to attend and vote at general meetings.