

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
The Royal College of Midwives Trust

Company No: 01345335

as amended by special resolution passed on 19 May 2016

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Index to Articles of Association of the Royal College of Midwives Trust

INTERPRETATION.....	3
1. Defined terms	3
OBJECTS AND POWERS.....	3
2. Objects	3
3. Powers	3
LIMITATION ON PRIVATE BENEFITS.....	5
4. Limitation on private benefits	5
LIMITATION OF LIABILITY AND INDEMNITY	7
5. Liability of members	7
6. Indemnity	8
TRUSTEES.....	8
<i>TRUSTEES' POWERS AND RESPONSIBILITIES</i>	8
7. Trustees' general authority	8
8. Members' reserve power	8
9. Chair	8
10. Trustees may delegate	8
11. Committees	9
12. Delegation of investment management	9
<i>DECISION-MAKING BY TRUSTEES</i>	10
13. Trustees to take decisions collectively	10
14. Calling a Trustees' meeting	10
15. Participation in Trustees' meetings	11
16. Quorum for Trustees' meetings	11
17. Chairing of Trustees' meetings	11
18. Casting vote	11
19. Unanimous decisions without a meeting	12
20. Trustee interests and management of conflicts of interest	12
21. Register of Trustees' interests	14
22. Validity of Trustee actions	14
<i>APPOINTMENT AND RETIREMENT OF TRUSTEES</i>	14
23. Number of Trustees	14
24. Appointment of Trustees and retirement of Trustees by rotation	14
25. Disqualification and removal of Trustees	14
MEMBERS.....	15
<i>BECOMING AND CEASING TO BE A MEMBER</i>	15
26. Membership	15
27. Decisions of the Member	15
28. Member meetings	15
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS	16
29. Communications by the Charity	16
30. Communications to the Charity	17
31. Secretary	17
32. Irregularities	18

33. Minutes	18
34. Records and accounts	18
35. Exclusion of model articles	18
WINDING UP	19
36. Winding up	19
SCHEDULE.....	20
Defined terms	20

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Company No: 01345335

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Charity are:

To promote and advance the art and science of midwifery and the effectiveness of midwives.

3. Powers

To further its objects the Charity may:

- 3.1 establish a centre of information for the public on all questions relating to midwifery and the effectiveness of midwives;
- 3.2 provide and equip a lending library (including access to electronic information) and lecture rooms for midwifery and related subjects;
- 3.3 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;
- 3.4 provide and assist in the provision of money, materials or other help;
- 3.5 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.6 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.7 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.8 provide or procure the provision of advice;
- 3.9 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and

institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh, Scottish and Northern Irish charity may properly undertake;

- 3.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.11 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.12 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 3.13 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.14 set aside funds for special purposes or as reserves against future expenditure;
- 3.15 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.16 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.17 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.18 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.19 accept (or disclaim) gifts of money and any other property;
- 3.20 raise funds by way of subscription, donation or otherwise;
- 3.21 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.22 incorporate and acquire subsidiary companies to carry on any trade;
- 3.23 subject to Article 4 (limitation on private benefits):
 - 3.23.1 engage and pay employees, consultants and professional or other advisers; and
 - 3.23.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;

- 3.24 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.25 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 3.26 undertake and execute charitable trusts;
- 3.27 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.28 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.29 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.30 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.31 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189(1) shall be treated as references to officers of the Charity); and
- 3.32 do all such other lawful things as may further the Charity's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

Permitted benefits to members

- 4.2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 4.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Charity;
 - 4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Charity (including services performed by the member under a contract of employment with the Charity), provided that if such member is a Trustee Articles 4.3, 4.4 and 4.5 shall apply;

- 4.2.3 interest at a reasonable and proper rate on money lent by any member to the Charity;
- 4.2.4 any reasonable and proper rent for premises let by any member to the Charity; and
- 4.2.5 any payments to a member who is also a Trustee which are permitted under Articles 4.4 or 4.5.

Permitted benefits to Trustees and Connected persons

4.3 No Trustee may:

- 4.3.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- 4.3.2 sell goods, services, or any interest in land to the Charity;
- 4.3.3 be employed by, or receive any remuneration from, the Charity;
- 4.3.4 receive any other financial benefit from the Charity;

unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission.

4.4 A Trustee may receive the following benefits from the Charity:

- 4.4.1 A Trustee or Connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the Trustees do not benefit in this way.
- 4.4.2 A Trustee or Connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 4.4.3 Subject to Article (4.5) of this article a Trustee or Connected person may provide the Charity with goods that are not supplied in connection with services provided to the charity by the Trustee or Connected person.
- 4.4.4 A Trustee or Connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 4.4.5 A Trustee or Connected person may receive rent for premises let by the director or Connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

- 4.4.6 A Trustee or Connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 4.5 The Charity and its Trustees may only rely upon the authority provided by Article (4.4.3) of this article if each of the following conditions is satisfied:
- 4.5.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its Trustees (as the case may be) and the Trustees or Connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity.
- 4.5.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question
- 4.5.3 The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or Connected person. In reaching that decision the directors must balance the advantage of contracting with a Trustee or Connected person against the disadvantages of doing so.
- 4.5.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.
- 4.5.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
- 4.5.6 The reason for their decision is recorded by the Trustees in the minute book.
- 4.5.7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 4.

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- 4.6 For so long as the Charity is registered with the Office of the Scottish Charity Regulator, the additional requirements under section 67 of the Charities and Trustee Investment (Scotland) Act 2005 must be complied with.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

- 5.1 payment of the Charity's debts and liabilities contracted before he, she or it ceases to be a member;

- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

8. Members' reserve power

- 8.1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.
- 8.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

9. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

10. Trustees may delegate

- 10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.
- 10.3 Any delegation by the Trustees may be:
 - 10.3.1 by such means;
 - 10.3.2 to such an extent;
 - 10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

10.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

11. Committees

11.1 In the case of delegation to committees:

11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;

11.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

12. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

12.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;

12.2 timely reports of all transactions are provided to the Trustees;

- 12.3 the performance of the investments is reviewed regularly with the Trustees;
- 12.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 12.5 the investment policy and the delegation arrangements are reviewed regularly;
- 12.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance[and are notified promptly to the Trustees on receipt]; and
- 12.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

DECISION-MAKING BY TRUSTEES

13. Trustees to take decisions collectively

Any decision of the Trustees must be either:

- 13.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting subject to Article 18; or
- 13.2 a unanimous decision taken in accordance with Article 19.

14. Calling a Trustees' meeting

- 14.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 14.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 14.2.1 all the Trustees agree; or
 - 14.2.2 urgent circumstances require shorter notice.
- 14.3 In deciding on the date and time of any Trustees' meeting, the Trustees calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.
- 14.4 Notice of Trustees' meetings must be given to each Trustee.
- 14.5 Every notice calling a Trustees' meeting must specify:
 - 14.5.1 the place, day and time of the meeting;
 - 14.5.2 the general nature of the business to be considered at such meeting; and
 - 14.5.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 14.6 Notice of Trustees' meetings need not be in Writing.

14.7 Article 29 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

15. Participation in Trustees' meetings

15.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

15.1.1 the meeting has been called and takes place in accordance with the Articles; and

15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

15.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

15.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

16. Quorum for Trustees' meetings

16.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 Unless otherwise determined by resolution of the Trustees, the quorum for Trustees' meetings will be the greater of two or the number nearest to one quarter of the Trustees.

16.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision:

16.3.1 to invite the member to appoint further Trustees;

17. Chairing of Trustees' meetings

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

18. Casting vote

18.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

18.2 Article 18.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

19. Unanimous decisions without a meeting

- 19.1 A decision is taken in accordance with this Article 19 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a Conflict of Interest which, under Article 20, results in them not being entitled to vote.
- 19.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 19.3 A decision which is made in accordance with this Article 19 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 19.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;
 - 19.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 19.3;
 - 19.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
 - 19.3.4 the Recipient must prepare a minute of the decision in accordance with Article 33 (minutes).

20. Trustee interests and management of conflicts of interest

Declaration of interests

- 20.1 Unless Article 20.2 applies, a Trustee must declare the nature and extent of:
- 20.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
 - 20.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.
- 20.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

20.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

20.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

20.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Charity;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.31;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4.4.2; or

20.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 20.5.

20.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 20.5, he or she must:

20.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

20.5.2 not be counted in the quorum for that part of the process; and

20.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Charity

20.6 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

20.6.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would

result in a breach of any other duty or obligation of confidence owed by him or her; and

20.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

20.7 Any conflicts of interest or duty arising solely from a Trustee being Connected with the Member is hereby authorised.

21. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept.

22. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

APPOINTMENT AND RETIREMENT OF TRUSTEES

23. Number of Trustees

There shall be at least three Trustees.

24. Appointment and retirement of Trustees

24.1 The Trustees shall be appointed by written decision of the member of the Charity for such terms as are decided by the member.

General

24.2 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

25. Disqualification and removal of Trustees

A Trustee shall cease to hold office if:

25.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

25.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

25.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

- 25.4 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Trustees will remain in office when such resignation has taken effect);
- 25.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 25.6 he or she is removed by written notice from the Member; or
- 25.7 his or her term in office expires, as specified by the Member in accordance with Article 24.1 (but only if at least two Trustees remain in office).

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

26. Membership

- 26.1 Subject to Articles 26.2 and 26.3 the Royal College of Midwives shall be the sole member of the charity.
- 26.2 In the event of a bona fide reconstruction of the Member without insolvency the Trustees shall admit its successor organisation as Member.
- 26.3 If the Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all its assets or an order made or a resolution passed for its winding up the Member's membership shall automatically cease, and the Trustees shall after consultation (as far as practicable) with representatives of the former Member admit any other person or persons willing to become the Member or members of the Charity to membership.
- 26.4 Except as provided in this Article, the Trustees shall not have power to admit new members of the Charity.

MEETINGS AND COMPANY RESOLUTIONS

27. Decisions of the Member

- 27.1 The Member shall appoint an individual to represent it at meetings of the Charity and the name of such representative and the fact that he or she is the representative of the Member shall be noted in the register of members.
- 27.2 The Member shall be able to replace its representative with another individual by giving notice in Writing to the Charity.

28. Member meetings

- 28.1 The Trustees may call a general meeting at any time.
- 28.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

- 28.3 The Member may pass resolutions in writing as written resolutions or otherwise in accordance with the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

29. Communications by the Charity

Methods of communication

- 29.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:

29.1.1 in Hard Copy Form;

29.1.2 in Electronic Form; or

29.1.3 by making it available on a website.

- 29.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

- 29.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 29.4 A member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.

- 29.5 Where any Document or information is sent or supplied by the Charity to the members:

29.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

29.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

29.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

- (a) when the material was first made available on the website; or
- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

29.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

29.7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:

29.7.1 if the Document or information has been sent to a member or Trustee and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's or Trustee's postal address as shown in the Charity's register of members or Trustees, but may in its discretion choose to do so;

29.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

29.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

29.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.

29.9 Notices of general meetings need not be sent to a member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a member for whom the Charity does not have a current Address.

30. Communications to the Charity

The provisions of the Companies Acts shall apply to communications to the Charity.

31. Secretary

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

31.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and

- 31.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

32. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

33. Minutes

The Trustees must cause minutes to be made:

- 33.1 of all appointments of officers made by the Trustees;
- 33.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 33.3 of all proceedings at meetings of the Charity and of the Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

34. Records and accounts

- 34.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

34.1.1 annual reports;

34.1.2 annual returns; and

34.1.3 annual statements of account.

- 34.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Charity, no person is entitled to inspect any of the Charity's accounting or other records or Documents merely by virtue of being a member.

35. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

36. Winding up

If any property remains after the Charity 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 (and which is charitable in accordance with the laws of all parts of the United Kingdom), such institution or institutions to be decided by the members of the Trust at or before winding up.

SCHEDULE
INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 “Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2 “Articles”	the Charity’s articles of association;
1.3 “Chair”	has the meaning given in Article 9;
1.4 “Charity”	The Royal College of Midwives Trust;
1.5 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6 “Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.7 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.8 “Connected”	any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than

Term	Meaning
	1% of the capital;
1.9 “Document”	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.10 “Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.11 “Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.12 “Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
1.13 “Member”	the Royal College of Midwives of 15 Mansfield Street, London, W1G 9NH or any successor organisation as admitted in accordance with Article 26.2;
1.14 “Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
1.15 “Secretary”	the secretary of the Charity (if any);
1.16 “Subsidiary Company”	any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
1.17 “Trustee”	a director of the Charity, and includes any person occupying the position of director, by whatever name called; and
1.18 “Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2.	Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.