

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION
OF
THE MISCARRIAGE ASSOCIATION**

Company number 3779123

Registered Charity numbers 1076829 (England & Wales) and SCO39790 (Scotland)

As amended by Special Resolutions dated 15 May 2010 and 15 March 2025.

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COMPANIES ACTS 1985 1989 AND 2006
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1. NAME

The name of the Company is The Miscarriage Association ("the Charity").

2. REGISTERED OFFICE

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

3. OBJECTS

The objects of the Charity are to promote and protect the physical and mental health of those affected by **miscarriage**, to promote research into its treatment and prevention and to advance education about miscarriage.

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 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 on 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 is done lawfully;
- 4.13 employ and pay whichever staff 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 property 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 advise, 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 duty;
- 4.24 enter into contracts to provide services to or on behalf of 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 with the 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 or 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 Members shall be the persons appointed as Trustees from time to time who shall have consented in writing to become Members and whose names shall have been entered in the Register.
- 8.3 Membership is terminated if the member concerned:
- 8.3.1 Ceases to be a Trustee;
 - 8.3.2 gives written notice of resignation to the Charity;
 - 8.3.3 dies; or
 - 8.3.4 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).

8.4 Membership of the Charity is not transferable.

9. GENERAL MEETINGS

9.1 Members are entitled to attend general meetings either personally 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 A General Meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 per cent of the total voting rights at that meeting of all members.

9.4 There is a quorum at a general meeting if the number of members present in person or by proxy is at least five.

9.5 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee elected by those present presides at a 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 delivered to the Charity in accordance with Article 18.4;

10.1.5 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.

10.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 18.4, a notice given by or on behalf of the member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

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 chair 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 chair of the meeting consents to the withdrawal.
- 11.8 Polls must be taken immediately and in such manner as the chair of the meeting directs.

12. WRITTEN RESOLUTIONS

- 12.1 Any resolution that may be passed validly at a general meeting of the Charity may be passed as a **Written Resolution**.
- 12.2 A Member signifies agreement to a proposed Written Resolution when the Charity receives from them an **authenticated document** (whether in hard copy or electronic form) identifying the resolution to which it relates and their agreement to it.
- 12.3 Subject to Article 12.4, a Written Resolution is passed when:
- 12.3.1 in the case of an ordinary resolution, a simple majority of the Members have signified their agreement to it; and
 - 12.3.2 in the case of a special resolution, at least 75% of the members have signified their agreement to it.
- 12.4 A proposed Written Resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.

13. THE TRUSTEES

- 13.1 Subject to the provisions of the Acts and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity.
- 13.2 The number of Trustees shall not be less than four and not more than fifteen and at least one-half of whom must be women who have miscarried or their partners.
- 13.3 Before she or he is eligible to vote at any meeting of the Trustees every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity and to act in the interests of the Charity.
- 13.4 The Trustees shall have power to appoint any person who is able and willing to do so to be a Trustee subject to any maximum in Article 13.2 not being exceeded. A Trustee may not appoint an alternate director or anyone to act on their behalf at meetings of the Trustees.
- 13.5 A Trustee shall hold office for three years from the date of their appointment at the end of which such Trustee shall be eligible for re-appointment for one or more further terms of three years each but having served their maximum term of office of nine consecutive years shall not be eligible for re-appointment until one year after their retirement as a Trustee. . However, in exceptional circumstances, decided by the Trustees on a case by case basis, a Trustee, having served for nine consecutive years, may serve for one further year.
- 13.6 A Trustee's term of office automatically terminates if she or he:
- 13.6.1 ceases to be a member;
 - 13.6.2 is disqualified under the Charities Acts from acting as a charity Trustee;
 - 13.6.3 is absent from more than one-half of the meetings of the Trustees in any one year (without the consent of the other Trustees);
 - 13.6.4 resigns by written notice to the Trustees (but only if at least four Trustees will remain in office); or
 - 13.6.5 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.
- 13.7 A Trustee's term of office will be reviewed if she/he is unable to fulfil her/his responsibilities/duties as a Trustee.
- 13.8 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. PROCEEDINGS OF TRUSTEES

- 14.1. The Trustees must hold at least four meetings each year which shall be called by giving five days' notice.
- 14.2 A quorum at a meeting of the Trustees is three Trustees.
- 14.3 A meeting may be held in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all other participants.
- 14.4 The Trustees shall elect a Chair, Vice Chair/s and Honorary Treasurer from amongst

their number. The Chair shall hold office for up to three years if and for so long as long as she or he remains a Trustee. A retiring Chair, Vice Chair and Honorary Treasurer may be re-elected.

- 14.5 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 14.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution circulated to all the Trustee and approved by a simple majority of them is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 14.7 Except for the chair of the meeting who has a second or casting vote in the event of an equality of votes, every Trustee has one vote on each issue.
- 14.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15. CONFLICTS OF INTEREST

- 15.1 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:
 - 15.1.1 declare the interest before discussion begins on the matter
 - 15.1.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 15.1.3 not be counted in the quorum for that part of the meeting; and
 - 15.1.4 withdraw during the vote and have no vote on the matter
- 15.2 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:
 - 15.2.1 The procedure in Article 15.1 is followed; and
 - 15.2.2 The unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances applying.

16. POWERS OF TRUSTEES

- 16.1 The Trustees have the following powers in the administration of the Charity
 - 16.1.1 to appoint (and remove) any member or employee to act as Secretary to the Charity in accordance with the Act;
 - 16.1.2 to appoint a Chair, Vice-Chair, Treasurer and other honorary officers from among their number;
 - 16.1.3 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);

- 16.1.4 to set the level of subscriptions for members and waive payment at their discretion;
- 16.1.5 to confer on any individual (with her or his consent) the honorary title of Patron, President or Vice-President of the Charity;
- 16.1.6 to make Standing Orders consistent with the Articles and the Acts) to govern proceedings at general meetings;
- 16.1.7 to make Rules consistent with the Articles and the Acts to govern proceedings at their meetings and at meetings of committee;
- 16.1.8 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);
- 16.1.9 to establish procedures to assist the resolution of disputes within the Charity;
- 16.1.10 to exercise any powers of the Charity which are not reserved to a general meeting.

17. RECORDS & ACCOUNTS

17.1 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 to the Registrar of Companies and the Commission of:

- 17.1.1 annual reports;
- 17.1.2 annual returns; and
- 17.1.3 annual statements of account.

17.2 The Trustees must keep proper records of:

- 17.2.1 all proceedings at general meetings;
- 17.2.2 all resolutions of members passed otherwise than at a general meeting;
- 17.2.3 all proceedings at meetings of the Trustees;
- 17.2.4 all reports of committees; and
- 17.2.5 all professional advice obtained;

17.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

17.4 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 request and pays the Charity's reasonable costs, within two months.

18. NOTICES

18.1 The Charity may validly send or supply any document (including any notice) or information to a member:

- 18.1.1 by delivering it by hand to the address recorded for the member in the register of members;

- 18.1.2 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;
- 18.1.3 by electronic mail to an email address notified by the member in writing; or
- 18.1.4 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.

18.2 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- 18.2.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 18.2.2 two clear days after being sent by first class post to the relevant address;
- 18.2.3 three clear days after being sent by second class or overseas post to that the relevant address;
- 18.2.4 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);
- 18.2.4 on the date of publication of a newspaper containing the notice;
- 18.2.5 on being handed to the member personally; or if earlier
- 18.2.6 as soon as the member acknowledges actual receipt.

18.3 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.

18.4 Members may validly send any notice or document to the Charity:

- 18.4.1 by post to the Charity's registered office or any other address specified by the Charity for such purposes;
- 18.4.2 to any email address provided by the Charity for such purposes.

19. DISSOLUTION

19.1 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:

- 19.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- 19.1.2 directly for the Objects or charitable purposes within or similar to the Objects;
- 19.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

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

19.3 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.

20. INTERPRETATION

20.1 In the Articles:

'The Acts'	means the Companies Act 1985, 1989 and 2006;
'the Articles'	means these articles of association;
'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'	means the Charities Act 1992 1993 and 2006;
'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;
'the Commission'	means the Charity Commission for England and Wales;
'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'	refer to membership of the Charity;
'miscarriage'	miscarriage means the loss of a baby in pregnancy before 24 weeks' gestation. For the purposes of the Charity's Articles, it also includes ectopic pregnancy and molar pregnancy.
'month'	means calendar month
'the Objects'	means the Objects of the Charity as set out in Article 3;
'person connected to' X	(where X is a Trustee) means: <ul style="list-style-type: none">(a) a child, parent, grandchild, grandparent, brother or sister of X,(b) the spouse or civil partner of X or anyone falling within paragraph (a),(c) a person carrying on business in partnership with X or with any person falling within paragraph (a) or (b),

- (d) an institution which is controlled by X or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together),
- (e) a body corporate in which X or any person within paragraphs (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 any negligence, default, breach of duty or breach of trust in relation to that Charity;
‘Register’	means the register of Members of the Charity kept pursuant to the Acts;
‘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. The Trustees are charity trustees as defined by section 177 of the Charities Act 2011;
‘written’ or ‘in writing’	refers to a legible document on paper or a document which can be printed onto paper including electronic email;
‘Written Resolution’	means a resolution passed or to be 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 Reference 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 the Charity.