



# Membership Agreement

## Relating to Baby Loss Awareness Alliance

DATED: [ ] 20[19]

### PARTIES

- (1) [Sands] (registered charity number [ ]) whose registered office is at [ ] ("We" or "Us"); and
- (2) [Insert charity name] (Registered charity number [insert charity number]) whose [registered] office is at [Insert registered office address] ("You").



## INTRODUCTION

(A) We lead the Baby Loss Awareness Alliance, enabling pregnancy and baby loss charities to work together effectively by providing the organisation, administrative support, and project management required for a successful Baby Loss Awareness Week.

(B) You wish to become a member of the Baby Loss Awareness Alliance.

## OPERATIVE PROVISIONS

### 1 Definitions and interpretation

In this Membership Agreement, except where a different interpretation is necessary to the context, the words and expressions set out below shall have the following meanings:

Annual Budget	The annual budget agreed by the Working Group and the Trustees of Sands
Baby Loss Awareness Alliance	Referred to as “the Alliance”. An Unincorporated Association of members formed to promote the Baby Loss Awareness Week
Baby Loss Awareness Week	Commemorative week held annually from 9 to 15 October as opportunity to mark the lives of babies lost in pregnancy or at or after birth
Cessation Notice	Notice served by either party to this Agreement on the other to terminate this Agreement
Corporate Member	A member of an organisation whose aims are not of the Baby Loss Awareness Alliance.
Member	Membership by Registered Charities of the Baby Loss Awareness Alliance.
Net income / Net deficit	The total direct income of the Alliance less its total attributable expenditure
Representative	A member of the Working Group
Terms of Reference	Terms of reference as set out in Schedule 1
Working Group	The management committee of the Baby Loss Awareness Alliance

## **2 Membership**

- 2.1 You apply to become a member of the Baby Loss Awareness Alliance and agree to be bound by the terms of this Agreement until further notice.
- 2.2 You confirm and agree to be bound by the Terms of Reference (Schedule 1).
- 2.3 You shall pay the sum as notified in advance by us being the Membership Contribution on an annual basis until termination of this Agreement.
- 2.4 Membership Contribution will be agreed by the Working Group annually.
- 2.5 The membership period will run from 1<sup>st</sup> April to 31<sup>st</sup> March annually.
- 2.6 Membership fees will be calculated via reference to the most recent total income of charities as disclosed on the Charity Commission website as at 31<sup>st</sup> March. If income is not disclosed or accounts have not been filed with the Charity Commission members will remit to Sands the most recent copies of their Annual Financial Statements.
- 2.7 If you fail to make payment of the Membership Contribution in any given year, We shall enter into discussions and, if agreement cannot be reached, We may serve a Cessation Notice and You shall cease to be a Member with effect from the date of receipt of the Cessation Notice. Receipt is deemed to occur the second day after notice has been sent by first class post or immediately if delivered by hand.

## **3 Financial matters**

- 3.1 Sands undertakes to underwrite the expenditure of the Baby Loss Awareness within the agreed Annual Budget.
- 3.2 Net income of the Baby Loss Awareness Week in excess of Annual Budget will be allocated to further support the aims of the Alliance in consultation with Working Group.

## **4 Working Group**

- 4.1 The working Group representatives will be nominated from the membership each year at an Annual Review meeting.
- 4.2 The working Group representatives will form no more than 12 people.

- 4.3 Representatives may be co-opted from staff, trustees or volunteers of Member organisations during the year subject to clause 4.2. Co-opted members have the same rights and responsibilities as nominated members of the Working Group.
- 4.4 After due consideration and with agreement of a simple majority of the representatives of the Working Group the Chair may choose to remove a representative from the Working Group. This will not automatically mean the representative's organisation ceases to be a member.
- 4.5 Sands will nominate 4 representatives of the Working Group and these will be The Chair, a Communications, a Financial and a Policy representative.
- 4.6 The working Group or any member may not commit the association to any contract or expense outside the agreed annual budget without the consent of the Sands representatives on the Working Group.

## **5 Branding**

- 5.1 Members agree to use the Baby Loss Awareness Week logo as outlined by guide.

## **6 Undertakings**

- 6.1 You hereby undertake and agree to and with Us that You shall:
- (a) conduct your affairs with professionalism;
  - (b) act in good faith and in the bona fide interest of the Baby Loss Awareness Alliance;
  - (c) be bound by the terms set out in the Terms of Reference (Schedule 1);
  - (d) make full payment of the Membership Contribution within 30 days of the date on an issued invoice for a membership year;
  - (e) not do any act (whether intentionally, recklessly, or negligently) to bring the Baby Loss Awareness Alliance into disrepute;
  - (f) notify in writing of any change in any of the particulars relating to your registration with The Charity Commission within 10 working days of such change.
- 6.2 In the event of a breach of the obligations contained in the whole agreement, we may serve a Cessation Notice on you and you shall cease to be a member of the Baby Loss Awareness Alliance with effect from the date of the Cessation Notice.



- 6.3 Membership fees will not be refunded after the Cessation Notice.
- 6.4 All stock of Baby Loss Awareness Week merchandise will be returned to Sands after the Cessation Notice.
- 6.5 You must not hold yourself out as being a Member of the Baby Loss Awareness Alliance following cessation of membership.
- 6.6 Without prejudice to any other rights or remedies that it may have, each party acknowledges and agrees that the Baby Loss Awareness Alliance may be irreparably harmed by a breach of the obligations contained in the whole agreement and that damages may not be an adequate remedy for such a breach. Accordingly, We shall be entitled to apply or the remedies of injunction (being a court order to cease certain action/s), specific performance (being a court order to require performance of certain action/s) and other equitable relief for any threatened or actual breach of the provisions of this clause 6 by any other party to this agreement.
- 6.7 No member may commit the association to any contract or expense without consent of the working group.
- 6.8 The Baby Loss Awareness Website will be hosted and managed by Sands.
- 6.9 Members who purchase merchandise for Baby Loss Awareness Week will be responsible for storage of these items.

## **7 Accounts and records**

- 7.1 Proper books and accounts (including budgets) of the Baby Loss Awareness Alliance shall be maintained in accordance with generally accepted accounting principles and these books of account shall be open for inspection by the Members.
- 7.2 The income and expenditure relating to the Baby Loss Awareness Week will be subject to the overall annual audit of Sands.
- 7.3 An annual statement of income and expenditure of the accounts of The Alliance will be prepared and made available within 7 months of the financial year end.

## **8 Duration**

- 8.1 Either party may at any time serve a Cessation Notice and this Agreement shall terminate and be of no further force or effect upon the earlier of the following:

(a) The date as set out in a Cessation Notice; or



(b) The written agreement of the parties to this Agreement.

## **9 Agreement**

- 9.1 This Agreement and the documents referred to, including the brand guidelines, or incorporated in it constitute the agreement between the parties relating to the subject of this Agreement at the date of signing.
- 9.2 Variations to this membership agreement can be made by a majority of members at the Annual Review Meeting and in this case members will be informed in writing of changes. In this case these changes may supplement or alter the terms of this agreement.
- 9.3 Each of the parties acknowledges and agrees that the only cause of action available to it under the terms of this Agreement shall be for breach of contract.
- 9.4 Sands will only accept liability and insure events agreed by the Sands Chief Executive to be under its control. Separate member's events to promote Baby Loss Awareness week should be insured by the relevant member's organisations.
- 9.5 Nothing construed in this Agreement or in any document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.

## **10 No partnership**

Nothing in this Agreement is intended to or shall be construed as establishing or implying partnership of any kind between the parties. No party shall have any authority to act in the name of, or on behalf of, or otherwise to commit or bind any other party in any way whatsoever (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) without in each case obtaining the other party's prior written consent.

## **11 Counterparts**

This Agreement may be executed in any number of counterparts each of which shall constitute an original and all the counterparts shall together constitute one and the same agreement.

## **12 Rights of third parties**

Except as otherwise expressly stated, this Agreement does not confer any rights on any person or party (other than the parties to this Agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **13 Governing law**

This Agreement is governed by and is to be construed in accordance with English law.



**14 Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

Signed on behalf of:

Sands

.....

[Name][Position]

[PARTY 2] (2)

.....

[Name][Position]



## SCHEDULE 1

### Terms of Reference

#### 1. Purpose of Group

To support Baby Loss Awareness Week by working together to provide an opportunity:

- For those affected by pregnancy and baby loss and their families and friends to unite with others across the world to commemorate their babies' lives and lost pregnancies
- To raise awareness about the issues surrounding pregnancy and baby loss and what charities and other supportive organisations are doing to provide support and drive change
- To push for tangible improvements with regard to pregnancy and baby loss; in particular improvements in bereavement care and support, and in reducing the incidence of pregnancy and baby loss

#### 2. Measures of Success

The measures of success are defined in line with the three purposes of the Group as outlined above; remembrance, raising awareness, driving change.

##### 2.1 Outputs

*Remembrance and raising awareness* – Wave of Light on 15<sup>th</sup> October; BLAW pins; buildings turning pink and blue; specific remembrance events; and raising awareness activities/stalls/events/social media campaigns

*Driving change* – Policy calls; parliamentary activity

##### 2.2 Outcomes

*Remembrance* – anyone affected by pregnancy or baby loss has a 'safe space' to remember, feel supported, and are given 'permission' to share their loss; everyone is provided with a sense of community and connection, a sense of not being alone, and a sense of hope. BLAW recognises that the experience of loss is individual to each person and seeks to facilitate personal expression.

*Raising awareness* – the public and policy makers are aware of the scale of the problem, the impact on those who are bereaved/affected, and that things could and should change for the better; public and policy makers are more supportive.

*Driving change* – better bereavement care; better bereavement support; reduction in number of babies dying/pregnancies being lost.



### **2.3 Impact**

- Reduced isolation for bereaved parents and for anyone affected by pregnancy or baby loss
- Increased recognition and acknowledgement
- Increased wellbeing for bereaved parents and for anyone affected by pregnancy or baby loss
- Reduction in number of parents and families who are bereaved, and in the numbers of those affected by pregnancy or baby loss

### **3. Membership and roles**

Baby Loss Awareness Week provides a unique opportunity for Pregnancy and Baby Loss Charities to come together and speak with one voice. It is a powerful way to bring together all those who want the opportunity to remember those babies who have died and pregnancies that have been lost, to raise awareness of the issues relating to baby death and pregnancy loss, and to drive for the improvements that are needed.

The ethos behind the Baby Loss Awareness Alliance is one of inclusion; to enable all relevant charities, however big or small, to join and take part.

Membership of the Alliance should be:

- Broad and inclusive
- Non-judgmental
- Focussed on those affected by pregnancy and baby loss

#### **3.1 Members**

Members of the Baby Loss Awareness Alliance need to meet the following criteria:

Members should:

- Be a Registered Pregnancy or Baby Loss charity, or include this work within their wider remit
- Not promote or publicly align itself with a political party
- Be willing to share information about planned activities for Baby Loss Awareness Week
- Ensure that all activities are in line with the purpose of the group as set out in section one
- Be willing to sign the Baby Loss Awareness Alliance Agreement and pay a fee which is proportionate to their size

Members of the Baby Loss Awareness Alliance are able to:

- Be a part of the Stakeholder Group and contribute to the decision around what the Policy Ask will be for Baby Loss Awareness Week
- Join one of the Baby Loss Awareness Week work streams (such as comms, policy, events) and be involved in the national planning for the week



- Access support from the Baby Loss Awareness Week comms team with resources, planning etc.
- Receive regular email updates
- Have their logo on their Baby Loss Awareness Week website linking to their own website and be identified as an Alliance Member
- Use the *Baby Loss Awareness Alliance Membership* logo
- Fundraise for their charity during Baby Loss Awareness Week

### 3.2 Supporters

Individuals or organisations who are not Pregnancy or Baby Loss charities, or who want to be involved and support the week without becoming a Member, are able to add their support to Baby Loss Awareness Week by becoming a Supporter.

Supporters of Baby Loss Awareness Week are able to:

- Receive regular email updates
- Use the *Baby Loss Awareness Week Supporter* logo
- Be listed by name on the Baby Loss Awareness Week website as a Supporter
- Fundraise for their charity during Baby Loss Awareness Week

## 4. Governance

Sands leads the Baby Loss Awareness Alliance, enabling all other Pregnancy and Baby Loss charities to work together effectively by providing the organisation, administrative support, and project management required for a successful Baby Loss Awareness Week.

At the heart of Baby Loss Awareness are the charities, organisations and individuals who are Members and Supporters. However, the organisation and operational work is carried out by smaller group of these charities who form the *Working Group*.

The work for Baby Loss Awareness Week is organised into work streams:

- Regional Events & Commemorative Activity
- Policy & Public Affairs
- Communications
- Fundraising and Merchandise
- Governance

Work streams are led by one of the Working Group with the relevant skills, expertise and capacity.

## 5. Meetings and Communications

### 5.1 Meetings

The Working Group meets monthly from April to November, and also in January. The Stakeholder Group meets quarterly in March, June, September, and in December which will be the Annual Review Meeting. Members will be entitled to vote on the policy aims of Baby Loss Awareness Week each year as agreed by the Working Group.



## **5.2 Communications**

Members and supporters receive regular updates and information.

## **6. Administration**

Sands provides administrative support for Baby Loss Awareness which is funded through Membership contributions and fundraising. The budget and funding plan are clearly and transparently developed by the Working Group and approved by Sands Trustees and shared with the Membership.