

**THE COMPANIES ACTS 1985 to 2006**

**Company Limited by Shares**

**MEMORANDUM OF ASSOCIATION OF**

**THE BRITISH SCHOOL OF OSTEOPATHY**

**1. Subscribers**

We, the people whose names, addresses and descriptions are written below, wish to form into a company with this Memorandum of Association.

FRANCIS JOSEPH HORN (Doctor of Osteopathy)  
1 Hay Hill  
Berkeley Square  
London  
W.

JOHN MARTIN LITTLEJOHN (Doctor of Osteopathy)  
69 Piccadilly  
London  
W.

Dated the 5<sup>th</sup> March, 1917

Witness to the above signatures:-

GERALD STURT (Solicitor)  
7 King's Bench Walk  
Temple

# THE COMPANIES ACTS 1985 to 2006

## Company Limited by Shares

### ARTICLES OF ASSOCIATION OF

### THE BRITISH SCHOOL OF OSTEOPATHY

#### 1. Meaning of Words

1.1 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:-

1.2 Words	Meanings
The Act	The Companies Acts 1985 and 1989 as amended by subsequent Acts
The Company	The British School of Osteopathy
The Articles	These Articles of Association and the regulations of the Company
The Board	The Board of Directors is the governing body of the Company
The Directors	The Directors of the Company who are charitable trustees
The Office	The registered office of the Company
The School	The British School of Osteopathy
The Seal	The common seal of the Company
Signed	Shall include faxes of signatures and other forms of authentication that are permitted by law
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month

Company	Members	Holders of Ordinary shares of the
	In writing	Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form.

1.3 Words in the singular form include the plural and vice versa.

1.4 The word "person" or "people" include corporations.

1.5 Apart from the words defined above, any words or expression defined in the Act or any change to the Act in force when these Articles become binding on the Company will have the same meanings in these Articles, provided they are consistent with the subject or context.

1.6 Headings are not part of the Memorandum or Articles.

## 2. **Name of Company**

The name of the Company is, The British School of Osteopathy, called in this document "the Company".

## 3. **Registered Office**

The registered office of the Company will be in England and Wales.

## 4. **Objects of the Company**

4.1 The objects of the Company are:-

- (a) To promote the general advancement of education, professional and otherwise; to organise and deliver quality courses of instruction, clinical demonstration and research; and to prepare and qualify those who wish to maintain and practise the system of Osteopathy.
- (b) To encourage and if necessary provide means of disseminating information regarding Osteopathy among the Osteopathic Profession and promote the advantages of the Profession to the public.

- (c) To provide facilities for the discovery, formulation and teaching of the system of Osteopathy formulated as a system, science, or method of treatment to systematise and place on a scientific basis the said system, and to impart instruction in the same to the Profession and to the public
- (d) To provide excellent, affordable and accessible osteopathic healthcare to our communities, so promoting the benefits of osteopathy and improving clinical services and enhancing those communities health’.

## 5. What the Company may do

5.1 The Company may do anything lawful that may be necessary in order to promote its Objects, including the use of the following powers:-

- (a) To establish, maintain, support or assist in any school, college, institution, or organisation for the carrying out of the Objects or purposes herein set forth.
- (b) To establish and devise means of testing the qualifications of candidates who have been instructed at the School presently conducted by the Company in the theory and practice of the system by examinations both in theory and practice and to grant certificates or diplomas or awards and other marks of recognition to those successfully passing the said examinations.
- (c) To co-operate with educational bodies, Government authorities or others in the establishment and promotion of the best interests of Osteopathy, educationally and otherwise.
- (d) To appoint and remunerate professors, lecturers, examiners, and assistants, and all other necessary officers and to alter, vary or rescind such appointments or the terms thereof and to make such other arrangements as may be necessary from time to time for any of the purposes of the Company.
- (e) To establish, endow, or assist in the establishment or endowment of exhibitions, scholarships, prizes or other rewards for or recognitions of ability in any of the branches of Osteopathy and to arrange and carry out competitions, exhibitions, lectures or other methods of making known and extending the work of the Company.
- (f) To construct alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the

buildings and any other premises or structure or land which the Company may need for its Objects.

- (g) To employ and pay any employees, officers, servants and professional or other advisers.
- (h) Subject to any consents required by law to raise funds and borrow moneys invite and receive contributions or grants or enter into contracts seek subscriptions or raise monies in any other way.
- (i) Subject to any consent required by law to buy, take on lease, sell lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort.
- (j) To promote, encourage or undertake research and disseminate the results of such.
- (k) To produce, print and publish anything in written, oral or visual media in furtherance of the Objects.
- (l) To provide or procure the provision of support counselling and guidance in furtherance of the Objects or any of them.
- (m) To promote and advertise the Company's activities.
- (n) To invest any money that the Company does not immediately need in any investments, securities or properties.
- (o) To undertake any charitable trust or any charitable agency business which may promote the Company's Objects.
- (p) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands, partners and other dependants.
- (q) To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or the trade is temporary and ancillary to the carrying out of the objects of the Company or where the carrying on of such trading does not create a liability to pay income tax or corporation tax .
- (r) To establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any

property or of furthering in any way the Objects of the Company through trading and to establish the same either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance the same if the Directors of the Company ("the Directors") see fit by way of loan or share subscription on commercial terms provided that the Company shall seek professional legal advice before financing such companies.

- (s) To establish support or join with any charitable companies, institutions, societies or associations whose Objects are the same as or similar to its own.
- (t) To purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which the Company is authorised to join, and perform any of their engagements.
- (u) To transfer any of the Company's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Company is authorised to join.
- (v) To open and operate banking accounts and other banking facilities.
- (w) To enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Company's Objects.
- (x) To insure any risks arising from the Company's activities.
- (y) To pay out of the funds of the Company the cost of any premium in respect of indemnity insurance to cover the liability of the Board of Directors (or any Directors) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Board of Directors (or any Director) knew was a breach of trust or breach of duty or not or which was committed by those persons or person in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought

against the Directors in their capacity as directors of the Company.

- (z) To make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commissioners.
- (aa) To delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:-
  - (i) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
  - (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
  - (iii) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Company within 14 days and report regularly on the performance of investments managed by them;
  - (iv) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
  - (v) the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such reviews within the period of 12 months shall not invalidate the delegation;
  - (vi) the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers.
- (bb) To permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or

stockbroking company which is a Member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such.

## 6. Use of income and property

6.1 The income and property of the Company must be applied solely towards promoting its Objects. None of it may be paid or transferred directly or indirectly to Members of the Company in any way except as shown below under "Allowed Payments".

## 7. Allowed Payments

7.1 The Company may pay:-

- (a) To any Members of the Company or of its Board of Directors in return for lecturing and/or giving practical instruction such fees as may from time to time be laid down for the payment of the Company's teaching faculty and to the Principal for his services as such provided that the number of Directors so remunerated shall not exceed a minority of the Directors.
- (b) Reasonable and proper remuneration to any Member, officer or servant of the Company or, subject to the prior written consent of the Charity Commission, to any Director other than as provided for at 7.1(a) above for any services rendered to the Company provided that:
  - (i) that Member, officer or servant shall not vote upon any question or attend any proceedings of the Board of Directors relating to his appointment to a remunerated position or to the remuneration to any other item or condition of his appointment; and
  - (ii) the Board of Directors are to be satisfied that the payment of the remuneration is in the best interests of the Company.
- (c) Interest on the money lent by any Member of the Company or its Board of Directors. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater.
- (d) Reasonable out-of-pocket expenses to any Director.



- (e) Reasonable and proper payment to a company of which a Director holds not more than a hundredth of the capital.
- (f) Reasonable and proper rent of premises demised or let by any Member of the Company or its Board of Directors.
- (g) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Articles of Association PROVIDED THAT no Member of the Company or the Board of Directors shall be present during the discussion of or voting on any decision to borrow money from or pay rent to that Member.

## 8. **Alterations to these Articles of Association**

- 8.1 No alterations to these Articles of Association may be made which would cause the Company to cease to be a charity in law. Other alterations to these Articles of Association may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given, and 75% of those voting must be in favour of it. Such a resolution may be passed on less notice if 95% of the total number of Members having the right to vote agree.
- 8.2 Alterations may only be made to the Objects of the Company or any Articles which directs or restricts the way monies or the property of the Company may be used with the Charity Commission's prior written consent.
- 8.3 The Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Articles of Association issued must contain the alteration.
- 8.4 No alteration may be made to an article which directs or restricts the way monies or property of the Company may be used or to the objects in Articles of Association without the Charity Commission's prior written approval.

## 9. **Limited Liability**

- 9.1 The liability of the Members of the Company is limited.

## 10. **Share Capital**

- 10.1 The share capital of the Company is £5,000.00, divided into five thousand shares of £1.00 each. The shares in the original capital or any increased capital may be divided into several classes and there

may be attached thereto respectively any preference deferred or special rights, privileges, conditions or restrictions.

## **11. Winding-up of the Company**

- 11.1 The Board of Directors or a general meeting may decide at any time to dissolve the Company. The Company shall then call a meeting of all Members and those entitled to notice of general meetings.
- 11.2 If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the Members of the Company. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar Objects to those of the Company and must prohibit the distribution of its income and property among its Members to an extent at least as great as that required by these Articles of Association.
- 11.3 The institutions will be chosen by the Members of the Company at or before the time when the Company is wound-up or dissolved and if that cannot be done then to some other charitable object.

## **12. The Constitution of the Company; Rights of Inspection by Members**

- 12.1 A copy of the Memorandum and Articles and any rules the Board of Directors make must be available for inspection at the Office. Any Member must be given a copy of these on payment of a reasonable fee fixed by the Board of Directors.

## **13. Share Capital and Shares**

- 13.1 The capital of the Company at the time of the adoption of this Article is £5,000.00 divided into 4906 ordinary shares of £1.0 each and 94 "B" shares of £1.00 each and the rights attaching to the shares of each class shall be similar except that the "B" shares shall not confer on the holder or holders thereof any right to receive any notice of any general meeting of the Company whatsoever nor any right to attend and speak at or vote at (or to appoint any proxy to attend or speak at or vote at) any general meeting of the Company whatsoever.
- 13.2 The shares shall be under the control of the Board of Directors who may allot and dispose of or grant options over the same to such persons on such terms and in such manner as they think fit.
- 13.3 The lien conferred by clause 8 in Part I of Table A shall attach to fully paid up shares and to all shares registered in the name of any person

indebted or under-liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

#### **14. Transfer and Transmission of Shares**

14.1 The Directors shall refuse to register any transfer of shares made or expressed to be made in contravention of the provisions of the next following Article and (i) may in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share to a person of whom they shall not approve and shall not be bound to specify the grounds for their refusal; (ii) may at the like discretion, refuse to register any transfer of any share to a person who is already a Member; and (iii) may also at the like discretion, refuse to register any share on which the Company has a lien.

14.2 No Member shall be entitled to transfer any share other than at the price of £1.00 each.

#### **15. Inclusion of Provisions of Table A**

Subject to these Articles, clauses 2 to 28 inclusive and clauses 32, 33 and 34 of Table A shall apply.

#### **16. General Meetings**

16.1 Each year, the Company must hold an annual general meeting in addition to any other general meeting in that year. The annual general meeting must be specified as such in the notices calling it. The first annual general meeting must be held within 18 months of the incorporation of the Company after which not more than 15 months must pass between one annual general meeting and the next.

#### **17. Extraordinary General Meetings**

17.1 All general meetings except annual general meetings are called extraordinary general meetings.

#### **18. Calling of Extraordinary General Meetings**

18.1 The Board of Directors may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if three Members or 5% of the Members of the Company whichever is higher request it.

#### **19. Notice of Meetings**

19.1 An annual general meeting and a meeting called for the passing of a special resolution must be called by giving at least 21 clear days' notice in writing. Other meetings of the Company must be called by giving at least 14 clear days' notice in writing. These notices must specify the place, date and time of the meeting. If special business is to be discussed, full details or the general nature of the business must be given. Notice of the meeting must be given to everyone entitled under Article 70.1 of to receive it.

19.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed:-

(a) in the case of an annual general meeting, by all the Members entitled to attend and vote at it.

(b) in the case of any other meeting, by a majority of the Members who have a right to attend and vote. But this majority must represent at least 95% of the total membership of the Members who have voting rights.

## 20. **Ordinary and Special Business at General Meetings**

20.1 At an extraordinary general meeting all business will be treated as special business. At an annual general meeting all business will be treated as special except the consideration of accounts and balance sheets, the reports of the Directors and Auditors, the election of Directors in place of those retiring, the appointment of Auditors, and the fixing of the payments to the Auditors.

## 21. **Quorum**

21.1 Business may be done at a general meeting only if a quorum of Members is present when the meeting begins to deal with its business. A quorum is 7 unless shown differently below.

## 22. **Adjournment if no Quorum**

22.1 If the meeting is called by the demand of Members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in another way, the meeting must be adjourned to another day, time and place as the Board of Directors may decide.

22.2 If at the adjourned meeting a quorum is not present within half an

hour after the appointed starting time, the Members present will be a quorum.

**23. Chairman**

23.1 The Chairman (if any) of the Board of Directors must preside as Chairman at every general meeting of the Company. If there is no Chairman, or if he/she will not be present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Board of Directors present must elect one of their number to be Chairman of the meeting.

**24. Election of Chairman by Members**

24.1 If at any meeting no Director is willing to act as Chairman or if no Director is present within 15 minutes after the appointed starting time, the Members present must choose one of their number to be Chairman of the meeting.

**25. Adjournment of the Meeting**

25.1 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. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

25.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice neither of an adjourned meeting nor of the business to be done at it.

**26. Voting on Resolutions**

26.1 At any general meeting a resolution put to the vote of the meeting is decided by a simple majority on a show of hands unless a poll is demanded (before or after the result of the show of hands is declared).

A poll can be demanded by the Chairman or at least two Members who are present. Proxy votes are allowed.

26.2 A person holding a proxy may vote on any resolution.

26.3 An instrument appointing a proxy shall be in Writing executed by or on behalf of the appointer and shall be in the form set out below or in any usual or common form or in such other form as the Directors

may approve. If the appointer does not direct the proxy how to vote on a particular resolution, the proxy may vote as he or she thinks fit. The instrument of proxy shall, unless the contrary is stated in such instrument of proxy, be valid for any adjournment of the meeting as well as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Office or such other place or person as the notice for the meeting shall specify at least 48 hours prior to the general meeting or adjourned meeting (excluding any day that is not a working day).

26.4 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited at least 48 hours before the commencement of the meeting or adjourned meeting (excluding any day that is not a working day).

26.5 A proxy in the following form will be acceptable:

“I  
of  
a member of The British School of Osteopathy  
hereby appoint  
of  
as my proxy to vote for me on my behalf at the [Annual] General Meeting of the Company to be held on the day of \_\_\_\_\_ and any adjournment thereof.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ ”

26.6 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and may contain directions as to how the proxy is to vote on any resolution.

## 27. Declaration of Chairman is Final

27.1 Unless a poll is demanded, the Chairman's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.

27.2 The demand for a poll may be withdrawn.

## 28. **When a poll is taken**

28.1 A poll must be taken immediately, if it is correctly demanded to elect a Chairman or to decide upon an adjournment. Polls about other things will be taken whenever the Chairman says so. Business which is not the subject of a poll may be dealt with before or during the poll.

28.2 The Chairman will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

## 29. **Voting and Speaking**

29.1 Every Member has one vote including the Chairman. If the votes are level, the Chairman has a casting vote.

29.2 A Director shall have the same rights to attend and speak as a Member even if he or she is not a Member.

## 30. **Written Agreement to Resolution**

30.1 Members may pass a valid resolution without a meeting being held except in the case of a resolution to remove a Director or the auditors before the expiry of their term. But for the resolution to be valid:-

- (a) it must be in writing;
- (b) in the case of a special resolution it must be Signed by at least 75 per cent of all those Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
- (c) in the case of an ordinary resolution it must be Signed by a majority of all those Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
- (d) it may consist of two or more documents in identical form

Signed by Members;

- (e) the passing of the resolution must comply with any other requirements of the law from time to time.

### **31. Management by Board of Directors**

- 31.1 The business of the Company is managed by the Board of Directors. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company. But the Directors are at all times governed first by the Act, second by the Memorandum and Articles, and third by any regulations that a general meeting may prescribe.
- 31.2 General meetings cannot make a regulation that overrides the Memorandum and Articles. Nor can they make one, which invalidates any prior act of the Directors, which would otherwise have been valid.

### **32. Powers of the Board of Directors**

- 32.1 The Board of Directors may subject to such consents as the law requires use all the powers of the company to:-
  - (a) borrow money;
  - (b) mortgage or charge its property or any part of it;
  - (c) issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Company or any charitable third party;
  - (d) resolve pursuant to the Memorandum of Association to effect indemnity insurance notwithstanding their interest in such a policy.

### **33. Cheques and Bills etc**

- 33.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that



the Board of Directors decides from time to time and cheques shall be signed by two Directors unless the Board of Directors otherwise decides.

#### **34. Indemnity of Directors**

34.1 In the management of the affairs of the Company no Director shall be liable for any loss to the property of the Company arising by reason of improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or her or by any other Director hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any Director hereof or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the Director who is sought to be made liable.

34.2 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against an liability incurred by him or her in defending any proceedings whether civil or criminal in which judgment was given in his or her favour or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

#### **35. Payment of reasonable expenses to Directors and Conflicts of Interest**

35.1 The Directors may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration other than as provided for at 7.1(a) above for any services rendered to the Company.

35.2 To the extent required by law every Director shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict including any direct or indirect interest in a proposed or existing transaction.

- 35.3 Where the duty of a Director to avoid a situation in which he has or can have a direct or indirect interest or duty that conflicts or possibly may conflict with the interests of the Charity including a wish or duty to exploit any property, information or opportunity (as specified by section 175(1) of the Companies Act 2006) would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if the procedure set out below is followed
- (a) the matter in relation to which that duty exists has been proposed to the Directors at a meeting of the Board of Directors and has been authorised by them;
  - (b) any requirement as to the quorum of such meeting is met without counting the Director in question, or any other interested Director; subject to Article 22 and Article 51 and
  - (c) the matter was agreed to without any such Director voting, or would have been agreed to if the vote of any such Director had not been counted subject to Article 51.
- 35.4 In such a conflict of interest situation (including any authorisation of non-disclosure of information), where there are insufficient unconflicted Directors present at the meeting to constitute a quorum, the unconflicted Directors present shall be deemed to constitute a quorum for the purposes of authorising the conflict under Article 35.3 and the manner of dealing with the conflict, provided that:
- (a) they may only give such authorisation where they are satisfied that the conflicted Director or Directors will not receive any direct or indirect benefit other than one permitted by these Articles; and
  - (b) the total number of Directors at the meeting (whether conflicted or unconflicted) is equal to or higher than the quorum of the Board.
- 35.5 In the event that all of the Directors present at the Board meeting are conflicted in respect of a particular conflict of interest situation, the conflicted Directors present at a meeting may authorise the conflict and the manner of dealing with the conflict and shall constitute a quorum for the purposes of such authorisation, provided that they satisfy the requirements set out in Article (a) and (b) above.
- 35.6 The duty to deal with conflicts referred to in Article 35.3 applies in the case of the exploitation of property, information or opportunity even if the Charity is not taking, or could not take, advantage of the

opportunity.

- 35.7 The Trustees shall observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest.
- 35.8 The Board may by resolution passed in the manner set out in this Article, authorise a Trustee not to disclose to the Board confidential information relating to a conflict of interest provided that it may not authorise the withholding of information relating to a direct or indirect personal benefit for the Trustee
- 35.9 The Directors shall also observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest and to the extent required by law every Director shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict that he has.

### **36. The Keeping of Minutes**

- 36.1 The Directors must have minutes entered in the minute books:-
- (a) of all appointments of officers by the Board of Directors;
  - (b) of the names of the Directors present at each of its meetings and of any committee of the Board of Directors;
  - (c) of all resolutions and proceedings at all meetings of:-
    - (i) The Company;
    - (ii) The Board of Directors;
    - (iii) Committees of the Board of Directors.

### **37. The Make-up of the Board of Directors**

- 37.1 The Board of Directors shall consist of not less than nine nor more than seventeen Directors of whom at least half shall be Independent Directors and the balance shall be made up of (i) qualified Osteopaths under the terms of the Osteopaths Act 1993 and (ii) osteopath degree students provided that no more than two osteopath degree students are on the Board and that there is no minimum number of osteopath degree students required to be on the Board. The Board of Directors shall use its best endeavours to ensure that the Board includes Directors with expertise in finance, education policy and management and that the Board should have Osteopath and non Osteopath Directors of both sexes.

37.2 Independent Directors shall be persons who are not osteopaths, osteopath trainees or former osteopaths appearing to have relevant skills or experience.

**38. Appointment and Retirement of Directors**

38.1 At every annual general meeting one-third of the Directors who are subject to retirement by rotation shall retire or if their number is not three or a multiple of three, the number nearest to one third shall retire from office; but if there is only one Director who is subject to retirement by rotation he shall retire.

38.2 Subject to the provisions of the Act, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment as between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

39. If the Company at the meeting at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.

40. No person other than a Director retiring by rotation shall be appointed or reappointed a Director at any general meeting unless:-

(a) he is recommended by the Directors; or

(b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of Directors together with a notice executed by that person of his willingness to be appointed or reappointed.

41. No person may be appointed as a Director in circumstances such that had he already been a Director he would have been disqualified from acting under the provisions of Article 36.

42. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a

Director retiring by rotation at the meeting) who is recommended by the Directors for appointment or reappointment as a Director at the meeting. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of Directors.

43. All retiring Directors are eligible for reelection for a further three year term of office but thereafter at least one year must elapse before a Director stands for election. Provided that there shall be no restriction on the re-election in the case of a Director who is also the Principal.

44. **Notification of Change to the Registrar of Companies**

44.1 All appointments, retirements or removals of directors must be notified to the Registrar of Companies.

45. **Co-option of Directors**

45.1 The Board of Directors can appoint anyone to fill a vacancy in the Board. They may also co-opt additional persons who shall have no voting rights. But no more than six extra Directors may be co-opted. The co-opted persons will hold office until the next annual general meeting when they will be eligible for election.

46. **Disqualification and Removal of Directors**

46.1 A Director must cease to be a Director if he or she:-

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (b) becomes barred from acting as a director because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993; or
- (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (d) resigns the office by notice in writing to the Company but only if at least two Directors will remain in office when the resignation takes effect; or
- (e) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first

meeting after the Director became interested in the contract;  
or

(f) is removed from office.

#### **47. Removal of a Director by a General Meeting**

47.1 A general meeting of the Company may remove any Director before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the Director may say.

47.2 Removal can take place only by the Company passing an ordinary resolution saying so. At least 28 days' notice must be given to the Company and at least 21 days' notice to the membership. Once the Company receives such notice it must immediately send a copy to the Director concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the directors may require it to be read to the meeting.

#### **48. Removal of a Director by the Board of Directors**

48.1 If a Director fails to attend three consecutive meetings of the Board of Directors the Board of Directors may resolve that he or she be removed from the Board of Directors. The Director must be given at least 7 days' notice in writing of the resolution.

#### **49. Meetings of the Board of Directors**

49.1 The Board of Directors may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.

49.2 Questions arising at any meeting must be decided by a majority of votes. Every Director has one vote including the Chairman. If the votes are equal, the Chairman has a casting vote.

49.4 A Director may, and the Secretary if requested by a director must, summon a meeting of the Board of Directors.

49.5 Notice of a meeting need not be given to any Director who is out of the United Kingdom.

49.6 A meeting of the Directors may be held whether in person or by suitable electronic means agreed by the Directors in which all

participants may communicate with all the other participants.

**50. Officers of the Board of Directors**

50.1 The Board of Directors may elect a Chairman, Vice Chairman and any other officers that it wishes.

**51. Quorum of the Directors**

51.1 A general meeting of the Company must fix the quorum necessary for the business to be done at a Board of Directors meeting. The quorum must be at least a third of the Board of Directors subject to a minimum of three.

**52. Vacancies on the Board of Directors**

52.1 The Board of Directors may act despite any vacancy on the committee. But if the number of Directors falls below the quorum, it may act only to summon a general meeting of the Company.

**53. A Resolution may be Approved by Signature Without a Meeting**

53.1 A resolution in writing Signed by all the Directors or by all the members of any committee is as valid as if it had been passed at a properly held meeting of the Board of Directors or of any committee. The resolution may consist of several documents in the same form Signed by one or more Directors or members of the Committee.

**54. Validity of Acts Done at Meetings**

54.1 It may be discovered that there was some defect in the appointment of a Director or someone acting as a Director or that he or she was disqualified. If this is discovered, anything done before the discovery at any meeting of the Board of Directors is as valid as if there were no defects or disqualification.

**55. Delegation of Powers of Board of Directors to Committees**

55.1 The Board of Directors may delegate the administration of any of its powers to committees consisting of one or more of its Directors. A committee must conform to any regulations that the Board of Directors imposes on it.

55.2 The Directors on the committee may (unless the Board of Directors directs otherwise) co-opt any person or people to serve on the committee.

55.3 All acts and proceedings of the committee must be reported to the Board of Directors as soon as possible.

**56. Chairman of Committees**

56.1 A committee may elect a Chairman of its meetings if the Board of Directors does not nominate one.

56.2 If at any meeting the committee's Chairman is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be Chairman of the meeting.

**57. Meetings of Committees**

57.1 A committee may meet and adjourn whenever it chooses.

57.2 Questions at the meeting must be decided by a majority of votes of the members present.

57.3 The committee must have minutes entered in minute books. Copies of these minutes must be given to all Directors.

**58. Academic Council**

58.1 There shall be an Academic Council the composition and terms of reference of which shall be prescribed in Regulations.

**COMPANY SECRETARY**

**59. Appointment and Removal of the Company Secretary**

59.1 The Board of Directors appoint the Company Secretary. They decide his or her period of office, pay and conditions of service. They may also remove the Company Secretary.

**60. Actions of Directors and Company Secretary**

60.1 The Act says that some actions must be taken both by a Director and by the Company Secretary. If one person is both a Director and the Company Secretary, it is not enough for him or her to do the action first as a Director and then as Company Secretary

**61. The Seal**

61.1 If the Company shall decide to use a Company Seal the Board of



Directors must provide safe custody of the Seal.

61.2 The Seal may only be used on the authority of the Board of Directors or of a committee authorised by the Board of Directors to use it.

61.3 Everything to which the Seal is affixed must be:-

- (a) signed by a Director;
- (b) countersigned by the Company Secretary or by a second Director or by some other person appointed by the Board of Directors for that purpose.

## **ACCOUNTS**

### **62. Proper Accounts must be Kept**

62.1 The Board of Directors must have proper books of account kept in accordance with the law. In particular, the books of account must show:-

- (a) all amounts received and spent by the Company, and for what;
- (b) all sales and purchases by the Company;
- (c) the assets and liabilities of the Company.

62.2 The books of account must give a true and fair view of the state of the Company's affairs and explain its transactions. Otherwise they are not proper books of account.

### **63. Books must be Kept at the Office**

63.1 The books of account must be kept at the Registered Office of the Company or at other places decided by the Board of Directors. The books of account must always be open to inspection by Directors.

### **64. Inspection of Books**

64.1 The Board of Directors must decide whether, how far, when, where and under what rules the books of account may be inspected by Members who are not on the Board of Directors. A Member who is not on the Board of Directors may only have the right to inspect a book of account or document of the Company if the right is given by law or authorised by the Board of Directors or a general meeting.

## **65. Annual Accounts**

65.1 The Board of Directors must, for each accounting reference period, put before a general meeting of the Company:-

- (a) any statement of financial activities and income and expenditure accounts;
- (b) a balance sheet;
- (c) a report by the Board of Directors on the state of the Company as required by the law.

65.2 To the extent required by law, the Board must file the accounts and reports (or summary financial statements) with Companies House within any deadlines specified by law.

65.3 The Board must file with the Charity Commission the accounts and reports (or summary financial statements) and all annual returns and other documents that are required to be filed, within any deadlines specified by the Charity Commission

## **66. Copies of annual accounts and reports for Members**

66.1 The Board must, for each financial year, send a copy of its annual accounts and reports (or summary financial statements where appropriate) to every person who is entitled to receive notice of general meetings

66.2 Copies need not be sent to a person for whom the Charity does not have a current address (as defined in Companies Act 2006).

66.3 The deadline for sending out the accounts and reports (or summary financial statements) is as follows:

- (a) the deadline for filing the Charity's accounts and reports (or summary financial statements) with Companies House, as prescribed by the Companies Act 2006; or
- (b) if earlier, the date on which the Charity actually files the accounts and reports (or summary financial statements) with Companies House.

## **67. Appointment of Reporting Accountants and Auditors**

67.1 The Company must appoint properly qualified accountants or properly qualified auditors if the level of the Company's income or

assets from time requires the appointment of auditors.

## 68. Service of Notices

68.1 The Charity may give notices, accounts or other documents to any member either:

- (a) personally; or
- (b) by delivering them or sending them by ordinary post to the member's registered address; or
- (c) if the member has provided the Charity with a fax number, by sending them by fax to that member. This is subject to the member having consented to receipt of the notice, documents or accounts in this way, where this is a legal requirement; or
- (d) if the member has provided the Charity with an e-mail address, by sending them by e-mail to that address. This is subject to the member having consented to receipt of the notice, documents or accounts in this way, where this is a legal requirement; or
- (e) in accordance with the provisions for communication by website set out below.
- (f) If the member lacks a registered postal address within the United Kingdom, the notice, accounts or documents may be sent to any postal address within the United Kingdom which he has given the Charity for that purpose or in accordance with Article (a), (c), (d) or (e) above. However, a member without a registered postal address in the United Kingdom who has not provided a postal address in the United Kingdom for that purpose, shall not be entitled to receive any notice, accounts or other documents served by the Charity, irrespective of whether they have consented to receiving notices by email or fax.

If a notice, accounts or other documents are sent by post, they will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing them. If sent by fax or email they will be treated as properly sent if the Charity receives no indication that they have not been received

68.2 If sent by post in accordance with this Article, the notice, accounts or other documents will be treated as having been received 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice, accounts or

other documents will be treated as having been received 24 hours after having been properly sent.

68.3 The Charity may assume that any fax number or e-mail address given to it by a member remains valid unless the member informs the Charity that it is not.

68.4 Where a member has informed the Charity in Writing of his consent, or has given deemed consent in accordance with the Act, to receive notices, accounts or other documents from the Charity by means of a website, such information will be validly given if the Charity sends that member a notification informing him that the documents forming part of the notice, the accounts or other documents, may be viewed on a specified website. The notification must provide the website address, and the place on the website where the information may be accessed and an explanation of how it may be accessed. If the information relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question. .

#### 69. **Accidental Omission of Notice**

69.1 Sometimes a person entitled to receive a notice of a meeting does not get it because of accidental omission or some other reason. This does not invalidate the proceedings of that meeting.

#### 70. **Who is Entitled to Notice of General Meetings**

70.1 Notice of every general meeting must be given to:-

- (a) every Member (except those Members who lack a registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom);
- (b) Reporting Accountants or Auditor of the Company;
- (c) all Directors;
- (d) all those with rights of nomination to the Board of Directors (if any).

70.2 No-one else is entitled to receive notice of general meetings.



**MEMORANDUM AND ARTICLES OF ASSOCIATION**  
**OF**  
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