



**OSTEOPATHIC EDUCATION
AND RESEARCH LIMITED**

**Company Number: 1184594
Registered Charity Number: 266633**

ARTICLES OF ASSOCIATION

AS ADOPTED AT THE ANNUAL GENERAL MEETING

HELD ON

25th FEBRUARY 2010

Company No: 1184594

Charity No: 266633

THE COMPANIES ACT 1985 TO 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

OSTEOPATHIC EDUCATION AND RESEARCH LIMITED

Incorporated 19 September 1974 as amended by
Special Resolution dated 28 August 1997
Special Resolutions passed at a general meeting
held on 23 January 2001 and
Special Resolution dated 25 February 2010

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THE COMPANIES ACTS 1985 to 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

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OSTEOPATHIC EDUCATION AND RESEARCH LIMITED

INTERPRETATION

1. Defined Terms

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

OBJECTS AND POWERS

2. Objects

The objects for which the Company is established are to promote for the public benefit the prevention and relief of sickness by advancing the theory and practice of osteopathy (and other natural therapeutic methods ancillary to osteopathy) and the treatment, training, education and research (with a view to disseminating the useful results of such research) in those subjects.

3. Powers

The Company may do all such lawful things as may further the Company's objects and in particular (without limitation) may:-

3.1 provide treatment in osteopathy and other natural therapeutic methods ancillary to osteopathy

3.2 provide and assist in the provision of money, materials or other help

3.3 promote, encourage, carry out or commission research, surveys, studies, investigations, examinations, tests or other work (including without limitation in relation to developing techniques and philosophies of practice in osteopathy and other natural therapeutic methods ancillary to osteopathy), making the useful results available and known to the public;

3.4 promote organise and control colleges training institutions instruction classes and centres tuition by correspondence and the like and to promote the delivery of lectures and demonstrations throughout the world on all matters and things concerning or affecting osteopathy anywhere in the world

3.5 provide or procure the provision of counseling, guidance and advice

- 3.6 by whatever means (including without limitation distance learning) initiate educate train coach and examine students operators instructors healthcare professionals and assistants for or in relation to any osteopathic practice of any kind and to grant and issue diplomas certificates and distinctions and the like in regard to proficiency experience and otherwise with a view to raising the standard and encouraging the standardisation of qualifications throughout the world in the various osteopathic practices and to consider and assess the equipment and other qualifications of any training or other institutions where the principles and routine of all forms of osteopathy of any kind are taught or practised and to carry out periodical or other inspections in order to confirm the proficiency of such establishments and to promote and ensure standardisation of examination and practice to lead in due course to the standardisation of qualifications in the various osteopathic practices
- 3.7 co-operate as and when appropriate from time to time with any university or institute of higher education or any other body having the appropriate powers whereby students or former students may become qualified to receive any degrees or other academic qualifications and to participate so far as aforesaid in the granting of such degrees or other academic qualifications
- 3.8 procure edit print and publish journals magazines newspapers periodicals brochures pamphlets books and other literature and any visual or aural method of communication of any description dealing with the general tenets and principles of all forms of osteopathy and of the Company or any or all of its objects or on any subject matter ancillary thereto
- 3.9 promote organise and hold conferences congresses meetings and the like throughout the world
- 3.10 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake
- 3.11 enter into contracts to provide services to or on behalf of other bodies
- 3.12 acquire by purchase lease or otherwise any lands buildings or other property real and personal and to sell underlease sub-let or surrender turn to account or dispose of such property or any part thereof and to build construct erect and make all buildings constructions erections and the like upon any land so acquired by the Company as aforesaid and to alter add to or modify any such building structures or erections
- 3.13 establish conduct and manage charitable health centres clinics nursing homes hospitals sanatoria hydros spas gymnasia and the like
- 3.14 in any media (including but not limited to via a website or other online facilities), form, establish, maintain and make publically accessible the content of, a reference library or other public library, or any collection of pictures, designs, models, exhibits and other things
- 3.15 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Company's objects)

- 3.16 set aside funds for special purposes or as reserves against future expenditure
- 3.17 open and operate bank accounts and borrow raise or secure money and in this connection to mortgage charge or otherwise secure any lands acquired as aforesaid and to issue Bills of Exchange promissory notes bonds debentures debenture stock perpetual or otherwise and the like charged upon any of the Company's real or personal property both present and future
- 3.18 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company
- 3.19 accept (or disclaim) gifts of money and any other property
- 3.20 invest the monies of the Company not immediately required for its purposes in or upon such investments securities or property as may be thought fit subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law
- 3.21 promote any other Charitable Association Company or Corporation for the purpose of acquiring all or any of the property and liabilities of the Company or for any other purpose calculated to benefit the Company and to pay all or any expenses incurred in connection with the formation promotion and incorporation of the Company or any other Association Company or Corporation promoted by the Company under this sub-clause
- 3.22 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits
- 3.23 incorporate subsidiary companies to carry on any trade
- 3.24 undertake and execute charitable trusts
- 3.25 raise funds by way of subscription, donation or otherwise
- 3.26 subject to Article 4:
 - 3.26.1 engage and pay employees, consultants and professional or other advisers; and
 - 3.26.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants
- 3.27 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Company
- 3.28 provide indemnity insurance for the Trustees or any other officer of the Company (as the Trustees may from time to time see fit) in relation to any such liability as is mentioned at Article 3.28.1 below but subject to the restrictions specified in Article 3.28.2 below:
 - 3.28.1 The liabilities referred to in this Article are:
 - (a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Company;

- (b) the liability to make a contribution to the Company's assets as specified in s.214 of the Insolvency Act 1986 (wrongful trading).

3.28.2 The following liabilities are excluded from Article 3.28.1(a):

- (a) fines;
- (b) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
- (c) liabilities to the Company that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Company or about which the person concerned did not care whether it was in the best interests of the Company or not.

3.28.3 There is excluded from Article 3.28.1(b) any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

3.29 permit any investments belonging to the Company to be held in the name of any bank or company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such

3.30 establish and support or aid in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Company or calculated to further its objects.

3.31 co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Company or similar charitable purposes and to exchange information and advice with them.

3.32 amalgamate with, acquire the assets of or in any other way to merge with any organisation which is charitable at law and has objects altogether and mainly similar to those of the Company.

LIMITATION ON PRIVATE BENEFITS AND LIMITATION OF LIABILITY

4. Limitation on private benefits

4.1 The income and property of the Company whensoever derived shall be applied solely towards the promotion of the objects of the Company and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Company **PROVIDED THAT** nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding two per cent per annum above the Bank rate from time to time on money lent or reasonable and proper rent for premises demised or let by any member to the Company but so that no Trustee shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Company to any Trustee

except:-

- (a) repayment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company; and
- (b) the payment in good faith by the Company of any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty 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 Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees 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 an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Company; provided that the provision last aforesaid shall not apply to any payment to any Company of which a Trustee may be a member and in which such member shall not hold more than one hundredth part of the capital and such member shall not be bound to account for any share of profits he or she may receive in respect of any such payment;
- (c) the reasonable remuneration to any Trustee who possesses specialist skills or knowledge required by the Company for its lecturing and/or for giving practical instruction for work of the nature done by him or her when instructed by the Company to act on its behalf;
- (d) the reasonable remuneration to any Trustee who is also employed by the Company as a faculty member for work undertaken while holding and in respect of that office notwithstanding that he or she is a Trustee, provided that:
 - (i) the remuneration or other sums to be paid to the Trustee in his or her capacity as an employee do not exceed an amount that is reasonable in all the circumstances;
 - (ii) the Trustee is absent from the part of any meeting at which there is a discussion of:
 - (A) his or her employment or remuneration, or any matter concerning the contract between him or her and the Company;
 - (B) his or her performance in the employment, or his or her performance of the contract;
 - (C) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under this Article 4; or
 - (D) any other matter relating to a payment or the conferring of any benefit permitted by this Article 4;
 - (iii) the procedure described in Articles 54 and 55 (Conflicts of Interest) is followed in considering the engagement and in relation to any other decisions regarding the remuneration authorised by this provision;

- (iv) the other Trustees are satisfied that the engagement is in the interests of the Company. In reaching that decision the Trustees must balance the advantage of a Trustee being employed against that disadvantages of doing so (especially the limitation on the Trustee's services as a result of dealing with the Trustee's conflict of interest);
 - (v) the reason for the Trustees' decision is recorded by the Trustees in the minute book; and
 - (vi) this provision may only apply up to a maximum of two Trustees in any financial year, and only if it does not result in the majority of Trustees benefitting;
- (e) payment to any Trustee or other officer or auditor of the Company under an indemnity from the Company in accordance with the indemnity provisions set out at Article 66;
 - (f) any benefit from the Company to any Trustee in his or her capacity as a beneficiary of the Company.
- 4.2 For any transaction authorised by this Article 4, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Company shall not be infringed provided the relevant provisions of Articles 54 and 55 (Conflicts of Interest) have been complied with.

5. Liability of members

Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member for payment of the debts and liabilities of the Company contracted before he or she ceased to be a member and the costs charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves such payment as may be required not exceeding one pound.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

6. Becoming a member

- 6.1 The members of the Company will be such persons as are admitted to membership by the Trustees in accordance with the Articles.
- 6.2 The names of the members of the Company must be entered in the register of members.
- 6.3 No person may become a member of the Company unless:
 - 6.3.1 that person has completed an application for membership in a form approved by the Trustees and, where the application is to be considered at a Trustees' meeting, the application has been submitted to the Company at least 14 clear days prior to the meeting; and

6.3.2 the Trustees have approved the application, in which case admission to membership shall become effective 14 clear days following the date of approval. The Trustees may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.

6.4 The Trustees may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

7. Termination of membership

Membership is not transferable and ceases on death. A member shall cease to be a member:

7.1 on the expiry of at least seven clear days' notice given by him or her to the Company of his or her intention to withdraw; or

7.2 if any subscription or other sum payable by the member to the Company is not paid on the due date and remains unpaid; or

7.3 seven days after notice served on the member by the Company informing him or her that he or she will be removed from membership if it is not paid. The Trustees may re-admit to membership any person removed from membership on this ground on his or her paying such reasonable sum as the Trustees may determine;

7.4 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A member expelled by such a resolution will nevertheless remain liable to pay to the Company any subscription or other sum owed by him or her.

8. Classes of membership

Subject to the Companies Acts, the Trustees may establish such classes or categories of membership as they think fit. The Trustees may at their discretion levy subscriptions on members of the Company at such rate(s) as they decide and may levy subscriptions at different rates on different classes or categories of members.

9. Associate members

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees may make, provided that no such associate members will be members of the Company for the purposes of the Articles or the Companies Acts.

GENERAL MEETINGS

ORGANISATION OF GENERAL MEETINGS

10. Annual general meetings

The Company must hold an annual general meeting once in every calendar year and not more than 15 months may pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.

11. Other general meetings

11.1 The Trustees may call a general meeting at any time.

11.2 The Trustees must call a general meeting on receiving a requisition to that effect, signed by at least 10% of all the members having a right to vote at general meetings.

12. Length of notice

All general meetings must be called by either:

12.1 at least 14 clear days' notice; or

12.2 shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

13. Contents of notice

13.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.

13.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

13.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting.

14. Service of notice

Notice of general meetings must be given to every member, to the Trustees and to the auditors of the Company.

15. Attendance and speaking at general meetings

15.1 A person is able to exercise the right to vote at a general meeting when:

15.1.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

15.1.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 15.2 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 15.3 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 15.4 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
16. Quorum for general meetings
- 16.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.
- 16.2 The following shall be a quorum, whichever is the greater:
- 16.2.1 Ten (10) persons entitled to vote on the business to be transacted (each being a member, a proxy for a member or a duly authorised representative of a member); or
- 16.2.2 10% of the total membership (represented in person or by proxy).
- PROVIDED THAT in either case, at least four Trustees must be present in person.
- 16.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum PROVIDED THAT at least two Trustees must be present in person.
17. Chairing general meetings
- 17.1 The chair of every general meeting shall be the Chair of the Trustees (if any) or in his or her absence some other Trustee nominated by the Trustees.
- 17.2 If neither the Chair nor such other Trustee (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.
- 17.3 If no Trustee is willing to act as chair of the meeting, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Trustees may determine.
18. Attendance and speaking by Trustees and non-members
- 18.1 A patron may, even if not a member, attend and speak at any general meeting.
- 18.2 The chair of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

- 19. Adjournment
 - 19.1 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting by ordinary resolution. The chair of the meeting may adjourn a general meeting at which a quorum is present if:
 - 19.1.1 the meeting consents to an adjournment, or
 - 19.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
 - 19.2 When adjourning a general meeting, the chair of the meeting must:
 - 19.2.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and
 - 19.2.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
 - 19.3 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it:
 - 19.3.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 19.3.2 containing the same information which such notice is required to contain.
 - 19.4 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

- 20. Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 21. Poll votes
 - 21.1 A poll on a resolution may be demanded:
 - 21.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 21.1.2 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.
 - 21.2 A poll may be demanded by:
 - 21.2.1 the chair of the meeting;
 - 21.2.2 the Trustees;

- 21.2.3 two or more persons having the right to vote on the resolution;
 - 21.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote at the meeting, holds two or more votes; or
 - 21.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 21.3 A demand for a poll may be withdrawn if:
- 21.3.1 the poll has not yet been taken; and
 - 21.3.2 the chair of the meeting consents to the withdrawal.
- 21.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.
22. Votes
- On a show of hands every person present and entitled to vote shall have a maximum of one vote. On a poll every member present in person or by proxy shall have one vote.
- 22.1 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.
- 22.2 No member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Company have been paid.
- 22.3 The following provisions apply to any organisation that is a member:
- 22.3.1 any such member may nominate any person to act as its representative at any meeting of the Company;
 - 22.3.2 the organisation must give written notice to the Company of the name of its representative. The nominee will not be entitled to represent the organisation at any meeting unless the notice has been received by the Company;
 - 22.3.3 any notice to that effect given to the Company will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the organisation.
23. Errors and disputes
- 23.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 23.2 Any such objection must be referred to the chair of the meeting whose decision is final.
24. Content of proxy notices

- 24.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”).
- 24.2 A proxy notice shall be in the following form (or in any other form which the Trustees may approve):

“Osteopathic Education and Research Limited

Name of member appointing the proxy:

Address:

I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the meeting of the Company to be held on [date], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

<i>Resolution 1</i>	<i>*for</i>	<i>*against</i>	<i>*abstain</i>	<i>*as the proxy thinks fit</i>
<i>Resolution 2</i>	<i>*for</i>	<i>*against</i>	<i>*abstain</i>	<i>*as the proxy thinks fit</i>
<i>All other resolutions properly put to the meeting</i>	<i>*for</i>	<i>*against</i>	<i>*abstain</i>	<i>*as the proxy thinks fit</i>

** Strike out whichever is not desired.*

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed:

Dated:”

- 24.3 Unless a proxy notice indicates otherwise, it must be treated as:
 - 24.3.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 24.3.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

25. Delivery of proxy notices

- 25.1 A proxy notice and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:
 - 25.1.1 be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at least 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting

or adjourned meeting at which the person named in the proxy notice proposes to vote; or

25.1.2 where an address for the purpose of receiving documents or information by electronic means has been specified:

- (a) in the notice calling the meeting; or
- (b) in any instrument of proxy sent out by the Company in relation to the meeting; or
- (c) in any invitation to appoint a proxy issued by the Company in relation to the meeting which is sent by electronic means;
- (d) be sent by electronic means to that address provided it is received at such address not less than 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

25.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

25.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

25.4 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

26. Amendments to resolutions

26.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

26.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and

26.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

26.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

26.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

- 26.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 26.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.
27. Written resolutions
- 27.1 Subject to Article 27.3, a written resolution of the Company passed in accordance with this Article shall have effect as if passed by the Company in general meeting:
- 27.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
- 27.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 27.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 27.3 A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 27.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.
- 27.5 A member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 27.5.1 If the document is sent to the Company in hard copy form, it is authenticated if it bears the member's signature.
- 27.5.2 If the document is sent to the Company by electronic means, it is authenticated if it bears the member's signature, or if the identity of the member is confirmed in a manner specified by the Trustees, or if it is from an email address specified by the member to the Company for the purposes of receiving documents or information by electronic means.
- 27.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 27.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

TRUSTEES

28. Unless otherwise determined by ordinary resolution the number of Trustees shall not be subject to any maximum but shall be not less than four. The Trustees shall include at all times a minimum number of two osteopaths who shall be appointed as subsequently provided **PROVIDED THAT** at all times they shall not represent more than half the Trustees.

POWERS OF TRUSTEES

29. Trustees' general authority

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

30. Members' reserve power

- 30.1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.

- 30.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

31. Validity of Acts

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

32. Chair

- 32.1 The Trustees may appoint one of their number to be the chair of the Trustees for such term of office as they determine and may at any time remove him or her from office, provided that:

32.1.1 no one appointment shall be for more than a three year term, after which the incumbent Chair must retire;

32.1.2 a retiring Chair may be reappointed under this Article for one further three year term, after which he or she must retire and may not be reappointed.

- 32.2 During a Trustee's period of tenure as Chair, he or she shall remain in office as Trustee and shall not be subject to the retirement by rotation provisions set out in Articles 37 to 43.

DELEGATION OF TRUSTEES' POWERS

33. Trustees may delegate

- 33.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles:

- 33.1.1 to such person or committee;
 - 33.1.2 by such means (including by power of attorney);
 - 33.1.3 to such an extent;
 - 33.1.4 in relation to such matters or territories; and
 - 33.1.5 on such terms and conditions;
- as they think fit.
- 33.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.
 - 33.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 34. Committees
- 34.1 In the case of delegation to committees:
 - 34.1.1 the resolution making the delegation must specify those who will serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 34.1.2 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose; and
 - 34.1.3 no committee may knowingly incur expenditure or liability on behalf of the Company except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
 - 34.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.
- 35. Delegation of day to day management powers
- 35.1 Unless determined otherwise by the Trustees from time to time in their absolute discretion, the day to day management of the Company shall be delegated to the Principal, such delegation to be subject to the provisions of these Articles. Under any delegation under this Article:
 - 35.1.1 the delegated power will be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
 - 35.1.2 the Trustees will provide the Principal with a description of his or her role and the extent of his or her authority; and

- 35.1.3 the Principal must report regularly to the Trustees on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.
36. Delegation of Investment Management
- 36.1 The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:
- 36.1.1 the investment policy is set down in writing for the Financial Expert or Experts by the Trustees;
- 36.1.2 every transaction is reported promptly to the Trustees;
- 36.1.3 the performance of the investments is reviewed regularly by the Trustees;
- 36.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 36.1.5 the investment policy and the delegation arrangements are reviewed at least once a year;
- 36.1.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 36.1.7 the Financial Expert or Experts may not do anything outside the powers of the Trustees.

APPOINTMENT AND RETIREMENT OF TRUSTEES

37. No person shall be appointed or reappointed a Trustee at any general meeting unless he or she is recommended by the Trustees. A person shall automatically become a member of the Company on appointment as a Trustee. For the avoidance of doubt, a Trustee who retires from office shall not for that reason alone cease to be a member.
38. At each annual general meeting one third of the Trustees shall retire from office or, if their number is not three or a multiple of three the number nearest to three shall retire from office being those who have been longest in office since their last appointment or reappointment.
39. 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 who are entitled to receive notice of the meeting of any person who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him or her at the meeting for appointment or reappointment as a Trustee. The notice shall give the particulars of that person which would, if he or she were so appointed or reappointed, be required to be included in the Company's register of Trustees.
40. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee.

41. The Trustees may appoint a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee, provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting. If not reappointed at such annual general meeting, he or she shall vacate office at the conclusion thereof.
42. The Chair for the time being of the Trustees may from time to time invite any person or persons to attend and speak at a Trustees' meeting but such invitee shall not be entitled to vote at such meeting.
43. Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be reappointed. If he or she is not reappointed, he or she shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

44. Termination of Trustee's appointment

A person ceases to be a Trustee if:

- 44.1 that person reaches his or her 70th birthday, in which case he or she shall retire from office at the end of the annual general meeting following attainment of such age. However, the Trustees may resolve to re-appoint that person (if willing to act) to continue in office until the next following annual general meeting, and may, thereafter, on an annual and ongoing basis, resolve to re-appoint that person to continue in office for a further term of one year. Any person re-appointed by the Trustees under this provision shall not be subject to the retirement by rotation provisions under Article 38;
- 44.2 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 44.3 that person is disqualified under the Charities Act 1993 from acting as a trustee of a charity;
- 44.4 except where he or she falls under Article 4.1.d, that person becomes an employee of the Company;
- 44.5 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 44.6 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 44.7 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 44.8 notification is received by the Company from the Trustee that the Trustee is resigning

from office, and such resignation has taken effect in accordance with its terms (but only if at least four Trustees will remain in office when such resignation has taken effect);

- 44.9 the Trustee shall for more than four consecutive months or two consecutive meetings (whichever be the longer period) has been absent without permission of the Trustees from meetings of the Trustees held during that period and the Trustees resolve that the Trustee be removed for this reason; or
- 44.10 at a general meeting of the Company, a resolution is passed that the Trustee be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views; or
- 44.11 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either, at the option of the Trustee being removed, being heard by or of making written representations to the Trustees.

REMUNERATION OF TRUSTEES

- 45. The Trustees may be paid, on presentation of appropriate receipts or other evidence, all travelling, hotel and other out of pocket expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or separate meetings of holders of any debentures of the Company or otherwise in connection with the discharge of their duties.

TRUSTEES' APPOINTMENTS AND INTERESTS

- 46. Subject to the provisions of the Companies Acts and these Articles, and provided that he or she has disclosed to the Trustees the nature and extent of any material interest of his or her, a Trustee notwithstanding his or her office:-
 - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested.
 - (b) may be a Trustee or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested
 - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he or she derives from any such office or employment or from such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
 - (d) For the purposes of this Article:-

- (i) a general notice given to the Trustees that a Trustee is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Trustee has an interest in any such transaction of the nature and extent so specified and
- (ii) an interest of which a Trustee has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his.

DECISION-MAKING BY TRUSTEES

- 47. Trustees to take decisions collectively

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 53.
- 48. Calling a Trustees' meeting
 - 48.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
 - 48.2 A Trustees' meeting must be called by at least seven clear days' notice unless either:
 - 48.2.1 all the Trustees agree; or
 - 48.2.2 urgent circumstances require shorter notice.
 - 48.3 Notice of Trustees' meetings must be given to each Trustee.
 - 48.4 Every notice calling a Trustees' meeting must specify:
 - 48.4.1 the place, day and time of the meeting;
 - 48.4.2 the general particulars of all business to be considered at such meeting; and
 - 48.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
 - 48.5 Notice of Trustees' meetings need not be in writing.
 - 48.6 Notice of Trustees' meetings may be sent by electronic means to an address provided by the Trustee for the purpose.
- 49. Participation in Trustees' meetings
 - 49.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
 - 49.1.1 the meeting has been called and takes place in accordance with the Articles; and

- 49.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 49.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 49.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
50. Quorum for Trustees' meetings
- 50.1 At a Trustees' meeting, unless there is a quorum, no proposal is to be voted on, except a proposal to call another meeting.
- 50.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is four (4).
- 50.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision:
- 50.3.1 to appoint further Trustees, or
- 50.3.2 to call a general meeting so as to enable the members to appoint further Trustees.
51. Chairing of Trustees' meetings
- The Chair (if any) or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.
52. Casting vote
- Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.
53. Decisions without a meeting
- 53.1 The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
- 53.2 A decision which is made in accordance with this Article shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 53.2.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such

other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;

- 53.2.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article;
- 53.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
- 53.2.4 the Recipient must prepare a minute of the decision in accordance with Article 61.

54. Conflicts of interest

- 54.1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.
- 54.2 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 53 and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 55, he or she must:
 - 54.2.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
 - 54.2.2 not be counted in the quorum for that part of the meeting; and
 - 54.2.3 withdraw during the vote and have no vote on the matter.
- 54.3 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.
- 54.4 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

55. Trustees’ power to authorise a conflict of interest

- 55.1 The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:
 - 55.1.1 any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a Conflict of Interest; and
 - 55.1.2 the manner in which a Conflict of Interest arising out of any Trustee’s office, employment or position may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

provided that when deciding to give such authorisation the provisions of Article 54 shall be complied with and provided that nothing in this Article 55 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Articles.

55.2 If a matter, or office, employment or position, has been authorised by the Trustees in accordance with this Article then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.

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

56. Register of Trustees' interests

The Trustees shall cause a register of Trustees' interests to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

OFFICERS

57. The President

The Trustees may appoint and remove any individual as President of the Company and on such terms as they shall think fit. For the avoidance of doubt, the President may also be admitted as a member of the Company in accordance with these Articles. Where the President is not also a member, he or she shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company as if a member and shall also have the right to receive accounts of the Company when available to members.

58. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Company and on such terms as they shall think fit. For the avoidance of doubt, a patron may also be admitted as a member of the Company in accordance with these Articles. Where a patron is not also a member, he or she shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company as if a member and shall also have the right to receive accounts of the Company when available to members.

59. Secretary and Treasurer

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

59.1.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served

on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

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

59.2 A Treasurer shall be appointed by the Trustees from one of their number for such term and upon such conditions as they may think fit, and may be removed by them.

60. Irregularities

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

61. Minutes

61.1 The Trustees must cause minutes to be made in books kept for the purpose:

61.1.1 of all appointments of officers made by the Trustees;

61.1.2 of all resolutions of the Company and of the Trustees; and

61.1.3 of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

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

61.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

62. Records and accounts

62.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

62.1.1 annual reports;

62.1.2 annual returns; and

62.1.3 annual statements of account.

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

63. Regulations

The Trustees may, from time to time, make, repeal or alter regulations as to the management of the Company and its affairs, the duties of any officers or employees of the Company, the conduct of business of the Trustees or any committee and any of the matters or things within the powers or under the control of the Trustees. Such regulations must not be inconsistent with the Companies Acts, the Articles or any rule of law.

64. Exclusion of model articles

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

65. Communications by and to the Company

65.1 Subject to the provisions of the Companies Acts and these Articles, a document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Company) by making it available on a website, provided that:

65.1.1 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and

65.1.2 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if:

- (a) the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner; or
- (b) if the recipient is deemed to have so agreed in accordance with the Companies Acts.

65.2 Any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Company's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member, provided that:

65.2.1 a member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from the Company; and

65.2.2 the Company is not required to send notice of a general meeting or a copy of its annual report and accounts to a member for whom it no longer has a valid

address.

- 65.3 Any document to be sent or supplied by a member on the Company may only be served:
- 65.3.1 in the case of documents in hard copy form, by sending or delivering them to the Company's registered office; or
 - 65.3.2 in the case of documents in electronic form, by sending them by electronic means to an address notified to the members for that purpose provided that the Trustees are satisfied as to the identity of the member (and the Trustees have discretion to specify how such identity should be confirmed);
- 65.4 A member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 65.5 Where any document or information is sent or supplied:
- 65.5.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 72 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
 - 65.5.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
 - 65.5.3 Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:
 - (a) the material is first made available on the website; or
 - (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 65.6 Where any document or information has been sent or supplied by the Company by electronic means and the Company receives notice that the message is undeliverable:
- 65.6.1 if the document or information has been sent to a member and is notice of a general meeting of the Company or a copy of the annual report and accounts of the Company, the Company is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so; and
 - 65.6.2 in all other cases, the Company will send a hard copy of the document or information to the member's postal address as shown in the Company's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.

65.6.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

INDEMNITY

66. Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he or she is acquitted 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.
67. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the members of the Company but shall be given or transferred to some other Charitable Institution or Institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income or property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of its Articles such Institution or Institutions to be determined by the members of the Company at or before the time of dissolution and if so far as effect cannot be given to such revision then to some charitable object.

SCHEDULE
INTERPRETATION

Defined terms

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

	Term	Meaning
1.1	“Address”	includes a number or address used for the purposes of sending or receiving documents by electronic means;
1.2	“Articles”	the Company’s articles of association;
1.3	“Chair”	has the meaning given in Article 32;
1.4	“Company”	Osteopathic Education and Research Limited;
1.5	“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	“Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.7	“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.8	“Conflict of Interest”	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
1.9	“Document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
1.10	“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.11	“Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.12	“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
1.13	“Ordinary Resolution”	an affirmative resolution of the members, constituting at least fifty-one per cent (51%) of

- the total of the votes of the members voting in person or by proxy;
- 1.14 **“Principal”** means the principal for the time being of the European School of Osteopathy
- 1.15 **“Secretary”** the secretary of the Company (if any);
- 1.16 **“Special Resolution”** an affirmative resolution of the members, constituting not less than seventy five per cent (75%) of the total of the votes of the members voting in person or by proxy;
- 1.17 **“Trustee”** a director of the Company, and includes any person occupying the position of director, by whatever name called;
- 1.18 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.