



**INSTITUTE OF
BIODYNAMIC
MEDICINE**

MEMORANDUM
OF
ASSOCIATION

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THE COMPANIES ACT, 1985
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF INSTITUTE OF BIODYNAMIC MEDICINE LIMITED

1. The name of the Company (hereinafter called “the Institute”) is the INSTITUTE OF BIODYNAMIC MEDICINE LIMITED.
2. The registered office of the Institute will be situated in England.
3. The objects for which the Institute is established are: -
 - a) With a view to the benefit of the community at large but not otherwise to promote and encourage
 - i. The practice and application of biodynamic psychology and psychotherapy as developed by Gerda Boyesen in and to medical and other fields.
 - ii. Education and training in biodynamic psychology and psychotherapy developed as aforesaid, its principles, practice and application.
 - iii. The increase of knowledge in relation to biodynamic psychology and psychotherapy developed as aforesaid.

- iv. The diffusion of the knowledge of the advantages that accrue from the practice and application of biodynamic psychology and psychotherapy consistently with the foregoing.
- b) To provide by means of the establishment or maintenance of a clinic or otherwise for
 - i. the analysis according to the principles of biodynamic psychology and psychotherapy as developed by Gerda Boyesen of any persons; and
 - ii. the psychotherapy according to the principles of biodynamic psychology and psychotherapy as developed by Gerda Boyesen of any persons; and
 - iii. the physical or mental treatment according to the principles of biodynamic psychology and psychotherapy as developed by Gerda Boyesen of patients suffering from mental and nervous diseases and disorder of any kind.
 - c) To provide for the education and training (by means of lectures, classes, demonstrations or otherwise), and for the selection and testing (by written or oral, theoretical or practical examinations of any kind or otherwise) in accordance with standards to be from time to time prescribed by the Institute of candidates desirous of becoming analysts, psychotherapists or other practitioners according to the method and principles of biodynamic psychology and psychotherapy as developed by Gerda Boyesen, and to grant Certificates or Diplomas to trained and qualified candidates.
 - d) To provide, maintain and manage accommodation for patients under treatment, clinics, consulting rooms, hospices, hospitals, hostels, nursing homes and other treatment centres, and any such other accommodation as may seem expedient for the treatment and case,

education or training and selection or testing of any person, whether patients or not.

- (e) To promote and encourage the development of biodynamic psychology and psychotherapy as developed by Gerda Boyesen, and its principles and the improvement of its methods and practice, and to promote, encourage and carry on research work with regard to the conscious and unconscious processes of the psyche and their relation to the structure and function of society in so far as they are determined by psychological processes and their relation to mental, nervous and physical diseases of individuals.
- (f) To promote or provide public or private lectures, discussions and classes designed to increase generally the knowledge of biodynamic psychology and psychotherapy as developed by Gerda Boyesen, its principles and methods, and the benefit that may accrue from its practice.
- (g) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Institute may think necessary or convenient for the promotion of its objects, and to erect, construct, maintain, repair, enlarge and alter any buildings or works which may be necessary or convenient for the purposes of the Institute, and to pull down and remove any building or works.
- (h) To apply for, promote and obtain any Act of Parliament, Charter, Licence or Order, which may seem necessary or desirable in connection with any of the purposes of the Institute, and to oppose any proceedings or applications which may seem calculated to prejudice the interests of the Institute. (I) To undertake and execute

any Trusts which may lawfully be undertaken by the Institute and may be conducive to its objects. (J) To enter into, carry out and comply with any arrangements with any authority or official agency, supreme, municipal, local or otherwise which may seem conducive to the objects of the Institute or any of them.

- (i) To undertake and execute any Trusts which may lawfully be undertaken by the Institute and may be conducive to its objects. (J) To enter into, carry out and comply with any arrangements with any authority or official agency, supreme, municipal, local or otherwise which may seem conducive to the objects of the Institute or any of them.
- (j) To enter into, carry out and comply with any arrangements with any authority or official agency, supreme, municipal, local or otherwise which may seem conducive to the objects of the Institute or any of them.
- (k) To provide, maintain and manage libraries, laboratories, and hostelries for analysts, psychotherapists and practitioners according to the methods of biodynamic psychology and psychotherapy as developed by Gerda Boyesen, and all other institutions, accommodation or conveniences which are or may be deemed likely to advance or facilitate any of the purposes of the Institute, and to provide for the accommodation and maintenance of employees.
- (l) To enter into and carry out any arrangement for joint working or co-operation with any persons or bodies (whether or not incorporated) carrying on, otherwise than for profit, work, wholly or partially, similar to any work for the time being carried on by the Institute.

- (m) To provide and promote professional training schemes and treatments of all kinds in accordance with statutory obligations and with other relevant agencies where applicable.
- (n) To print, publish, issue and circulate (gratuitously or otherwise) any books, reports, pamphlets, journals, and other documents which may be considered useful in connection with any of the purposes of the Institute.
- (o) To raise, obtain, procure, collect, receive and accept money and funds by way of subscriptions, periodical contributions, donations, legacies, grants, payments for services or otherwise in any such manner and subject to any such conditions as may be lawful, and to accept and receive gifts or grants of property of any description, real or personal, whether subject or not to any special trusts, and to make such charges for the maintenance, care and nursing of patients or special classes of patients, or for the use or special use of any of the property of the Institute as it may think fit.
- (p) To employ and pay practising analysts, psychotherapists, psychologists, teachers, lecturers, researchers, medical and surgical officers, physiologists, consultants, psychiatrists, psychiatric social workers, social workers, speech therapists, nursing officers, matrons, sisters, nurses, superintendents, administrators, secretaries, clerks, agents, assistants, attendants, and servants of any kind, and other persons or bodies whose services are required or deemed expedient for carrying out any of the objects of the Institute.
- (q) To establish or support or aid in the establishment or support of any charitable or benevolent associations or institutions, and to subscribe

or guarantee money for charitable or benevolent purposes in any way connected with the purposes of the Institute or calculated to further its objects.

- (r) To pay the expenses of and incidental to the formation and incorporation of the Institute.
- (s) To establish, furnish and maintain an office or offices for the purposes of carrying out any of the objects of the Institute
- (t) To sell, let mortgage, exchange, dispose of, develop, or turn to account all or any of the property or assets of the Institute as may be thought expedient with a view to the promotion of its objects.
- (u) To borrow or raise money for the purposes of the Institute on such terms and on such security as may be thought fit.
- (v) To invest the moneys of the Institute not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, or to deposit the same at interest, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (w) To provide for and promote the welfare of employees or ex-employees of the Institute, and the spouses, partners, widows, families, relations or dependants of such persons, and to provide, procure and contribute to funds, insurance schemes, allowances or grants for the purpose of the pensions or superannuation or other benefits.

- (x) To do all or any of the above things as principals, agents, trustees, or otherwise, and by or through trustees, agents or otherwise.
- (y) To declare that the objects in each paragraph in this clause shall be independent main objects and shall not be limited or restricted.
- (z) To all such other things as are incidental or conducive to the attainment of the above objects or any of them. Provided that:
 - i) In case the Institute shall take or hold any property which may be subject to any trusts, the Institute shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
 - ii) The Institute shall not support with its funds any objects, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Institute would make it a Trade Union.
 - iii) In case the Institute shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science the Society shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Executive Committee or Governing Body of the

Institute shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects defaults, and for the due

administration of such property in the same manner and to the same extent as they would as such Executive Committee or Governing Body have been if no incorporation had been effected, and the incorporation of the Institute shall not diminish or impair any control or authority exerciseable by the Chancery Division, the Charity Commissioners or the Secretary of State for Education and Science over such Executive Committee or Governing Body but they Shall as regards any property be subject jointly and separately to such control or authority as if the Institution were not incorporated.

- iv) The income and property of the Institute, whencesoever derived, shall be applied solely towards the promotion of the objects of the Institute as set forth in this Memorandum of Association, 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 Institute. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and property remuneration to any officer or servant of the Institute, or to any Member of the Institute, in return for any services actually rendered to the Institute, nor prevent the payment of interest at a rate not exceeding the greater of 5% or 2% less than the base lending rate prescribed for the time being by a clearing bank selected by the Executive Committee or Governing Body, per annum on money lent or reasonable and proper rent for premises demised or let by any Member of the Institute.

- v) The liability of the Members is limited. Every Member of the Institute undertakes to contribute to the assets of the Institute, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of

the debts and liabilities of the Institute contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding [five pounds].

- vi) If upon the winding up or dissolution of the Institute 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 Institute, but shall be given or transferred to some other institute or institutions having objects similar to the objects of the Institute, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Institute under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Institute at or before the time of dissolution, or in default thereof by a Judge of the High Court of Justice having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to such provision, then to some charitable object.

- vii) True accounts shall be kept of the sums of money received and expended by the Institute, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Institute; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Institute for the time being, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Institute shall be examined, and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

WE the several persons whose Names, Addresses, and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Dated the _____

WITNESS to the above Signatures: _____