

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION**  
**OF**  
**ASSOCIATION OF ANAESTHETISTS (GREAT BRITAIN & IRELAND)**  
**Company number 01963975**  
**Charity number 293575**  
**Scottish Charity number SC040697**

Approved by Special Resolution on \_\_\_\_\_

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The logo for withers LLP, featuring the word "withers" in a lowercase, sans-serif font with a small orange dot above the 'i', followed by "LLP" in a smaller, uppercase, sans-serif font. A thin orange horizontal line is positioned below the word "withers".

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**Company no: 01963975**  
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**Companies Act 2006**

**Company limited by guarantee**

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**ARTICLES OF ASSOCIATION**

**of**

**ASSOCIATION OF ANAESTHETISTS (GREAT BRITAIN & IRELAND)**

**1. Name**

The name of the company is "**Association of Anaesthetists (Great Britain & Ireland)**" (the "**Charity**").

**2. Objects**

The objects for which the Charity is established (the "**Objects**") are:

- 2.1 the advancement of public education in and the promotion of those branches of medical science concerned with anaesthesia, including its history;
- 2.2 the promotion of study and research into anaesthesia and related sciences and the publication of the results of all such study and research; and
- 2.3 the advancement of patient care and safety in the field of anaesthesia and disciplines allied to anaesthesia;

in the United Kingdom, Ireland and anywhere else in the world.

**3. Powers**

In furtherance of the Objects, but not otherwise, the Charity may exercise the following powers to:

- 3.1 promote the maintenance of the highest possible standards of professional competence and conduct on the part of the **Members**, whether by publishing guidance, offering continuing professional development opportunities or any other means;
- 3.2 promote, fund or provide training and education of anaesthetists, other healthcare professionals and members of the public;
- 3.3 promote, fund and carry out research and disseminate the results of the research;

- 3.4 increase awareness of safe patient care among healthcare and other professionals and the public;
- 3.5 develop, provide or maintain, or procure the development, provision or maintenance of, equipment and other facilities;
- 3.6 promote, arrange, organise, and conduct conferences, meetings, discussions, seminars, and the reading of learned papers;
- 3.7 establish, form, promote, conduct and maintain public exhibitions and displays of an educational nature;
- 3.8 to the extent that it furthers the Objects, provide insurance and other services for Members;
- 3.9 establish and maintain for the public benefit buildings, libraries and collections of books, films, sound recordings, exhibits, replicas and other material and afford facilities for the use of the same;
- 3.10 promote co-operation and communication between persons in all parts of the world engaged in anaesthesia and disciplines allied to anaesthesia;
- 3.11 cause to be written, published, produced and circulated, and to encourage contributions to and publication and production of, periodicals, journals, books, papers, abstracts, pamphlets, posters and other documents and films, videos, recorded tapes and communications in any medium;
- 3.12 enter into contracts to provide services to or on behalf of other bodies;
- 3.13 to consult, advise, co-operate with or assist others;
- 3.14 to support, administer or establish other charities or other organisations;
- 3.15 to accept gifts and raise funds (but not by means of **Taxable Trading**);
- 3.16 to borrow money;
- 3.17 to give security for loans or other obligations (but only in accordance with the restrictions imposed by **the Charities Act**);
- 3.18 to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Trustees shall determine;

- 3.19 to let, license or dispose of any interest in property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 3.20 to set aside funds for special purposes or as reserves against future expenditure;
- 3.21 to deposit or invest its funds in any manner as may be thought fit (including, but not limited to, the establishment of trading or other subsidiaries of any kind), but only after obtaining such advice from a **Financial Expert** as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification;
- 3.22 to delegate the management of investments to a Financial Expert, but only on terms that:
- (a) the investment policy is set down **in writing** for the Financial Expert by the Trustees;
  - (b) the performance of the investments is reviewed regularly with the Trustees;
  - (c) the Trustees are entitled to cancel the delegation arrangement at any time;
  - (d) the investment policy and the delegation arrangement are regularly reviewed by the Trustees;
  - (e) all payments due to the Financial Expert are on a scale or at a level that is agreed in advance and are notified promptly to the Trustees on receipt; and
  - (f) the Financial Expert must not do anything outside the powers of the Charity;
- 3.23 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 3.24 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **Custodian**, and to pay any reasonable fee required;
- 3.25 to insure the property of the Charity (including, for the avoidance of doubt, any property not owned by the Charity but under its control) against any foreseeable risk and to take out other insurance policies to protect the Charity when required;
- 3.26 subject to Article 4.3, to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to Article 4, to remunerate any person, **firm** or company rendering services to the Charity and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Charity and their dependants;

- 3.27 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;
- 3.28 to provide goods, services or other assistance or support by way of grants, scholarships, donations, loans or otherwise (whether or not for valuable consideration) and to make rules as to their value, methods of ascertainment and selection;
- 3.29 to act as trustee of **charitable** trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
- 3.30 to enter into any funding or other arrangement with any government or any other authority;
- 3.31 to guarantee the performance of the contracts or obligations of any person or organisation and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Charity or in connection with any agreement or arrangement whatsoever, whether or not the Charity is a party to the same;
- 3.32 subject to the provisions of **the Companies Act**, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor) to the extent permitted by the Companies Act and to pay for **indemnity insurance** for the Trustees;
- 3.33 to establish or acquire subsidiary companies (whether or not wholly owned by the Charity);
- 3.34 to amalgamate with any other bodies that are charitable and have objects similar to the Objects and that restrict the payment of any dividend or profit to, and the distribution of assets among, their members at least to the same extent as such payments are restricted under these Articles;
- 3.35 to pay out of the funds of the Charity the costs of and incidental to the formation and registration of the Charity; and
- 3.36 to do anything else within the law which promotes or helps to promote the Objects.

#### 4. **Benefits and conflicts**

- 4.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but, subject to compliance with Article 4.5:

- (a) Members and **Connected Persons** may be paid interest at a reasonable rate on money lent to the Charity;
- (b) Members and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- (c) Members and Connected Persons may receive charitable benefits on the same terms as any other person.

4.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

- (a) as mentioned in Article 4.1 or 4.3;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (c) the benefit of indemnity insurance as permitted by the Charities Act;
- (d) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (e) charitable benefits on the same terms as any other person;
- (f) subject to Article 4.3, reimbursement to the NHS Trust of the President for the cost of using an alternative professional to undertake up to three programmed activities per week;
- (g) subject to Article 4.3, reimbursement to the NHS Trust of the Editor-in-Chief for the cost of using an alternative professional while the Trustee is performing the Editor-in-Chief role, which is in addition to the usual trustee duties; and
- (h) in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval of the Members).

4.3 Payments under Article 4.2(f) or 4.2(g) may only be authorised if:

- (a) the Trustees are satisfied that it would be in the best interests of the Charity to make such payments;
- (b) the level of the payments is no more than is reasonable in relation to the nature and number of programmed activities to be provided and is set in accordance with the procedure in Article 4.5;

- (c) the payments are made in accordance with a written agreement between the Charity, the Trustee in question and that Trustee's NHS Trust; and
  - (d) conflicts of interest are managed in accordance with Article 4.5.
- 4.4 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 4.2(h), but any Trustee or Connected Person may enter into a written contract with the Charity to supply goods or services in return for a payment or other material benefit, but only if:
  - (a) the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
  - (b) the nature and level of the consideration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 4.5; and
  - (c) fewer than half of the Trustees are subject to such a contract in any **financial year**.
- 4.5 Subject to Article 4.6, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
  - (a) declare the nature and extent of their interest before discussion begins on the matter;
  - (b) withdraw from the meeting for that item after providing any information requested by the Trustees;
  - (c) not be counted in the quorum for that part of the meeting; and
  - (d) be absent during the vote and have no vote on the matter.
- 4.6 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
  - (a) continue to participate in discussions leading to the making of a decision and/or to vote;
  - (b) disclose to a third party information confidential to the Charity;

- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
- (d) refrain from taking any step required to remove the conflict.

4.7 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

## 5. **Limitation of liability**

The liability of Members is limited.

## 6. **Guarantee**

Every Company Member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while they are a member or within one year after they cease to be a member, for payment of the Charity's debts and liabilities contracted before they cease to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

## 7. **Dissolution**

If upon the winding up or dissolution of the Charity there remains after satisfaction of its debts and liabilities any property, the same shall not be paid to or distributed among the Members of the Charity but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects, which prohibits or prohibit the distribution of its or their income and property to an extent at least as great as imposed on the Charity by Article 4 above, such institution or institutions to be determined by the members of the Charity at or before the time of dissolution and, if that cannot be done, then to some charitable purposes relating to any of the Objects.

## 8. **Scotland**

Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with Section 7 Charities and Trustee Investment (Scotland) Act 2005.

## 9. **Members**

9.1 As at the date of the adoption of these Articles, the Members of the Charity are the members of AAGBI, such members being admitted into the same class of membership as they held in AAGBI, save that "Ordinary Members" shall be admitted as **Full**



**Members**, "Overseas Members" shall be admitted as **International Members**, and "Trainee Members" shall be admitted as **Resident Members**.

- 9.2 There shall be the following classes of **Company Members**:
- (a) Full Members; and
  - (b) Resident Members.
- 9.3 Only the Full Members and Resident Members are entitled to vote and be counted in the quorum at **Company Members' Meetings**.
- 9.4 There shall be the following classes of Members who shall not be Company Members and who may attend but not vote or be counted in the quorum at Company Members' Meetings:
- (a) International Members;
  - (b) **Retired Members**;
  - (c) **Honorary Members**;
  - (d) **Associate Members**; and
  - (e) such other class of non-Company Member as the Trustees may by **Regulations** determine from time to time.
- 9.5 The Trustees shall make Regulations in relation to Membership of the Charity, which may include provisions relating to:
- (a) the creation of new classes of Member (provided that no new class of Company Member may be created by the Trustees);
  - (b) qualification for Membership;
  - (c) admission to Membership and cessation of Membership;
  - (d) general entitlements of Members; and
  - (e) rights and responsibilities of Members.
- 9.6 It is the duty of each Member to exercise their powers as a Member exclusively in the way that they determine, acting in good faith, would be in the best interests of the furtherance of the Objects.

## 10. **Members – administrative provisions**

- 10.1 The Charity must maintain a register of Members.
- 10.2 If any Member is a corporate body, it must act through a named representative whose contact details are notified to the Charity.
- 10.3 Membership is terminated if:
  - (a) the Member gives written notice of resignation to the Charity;
  - (b) the Member dies or (in the case of an organisation) ceases to exist; or
  - (c) Membership is terminated by the Trustees in accordance with the Regulations.
- 10.4 Membership is not transferable.
- 10.5 Where at any time there are no Members, the Trustees shall be entitled to admit Members.

## 11. **The Trustees**

- 11.1 The Trustees as **charity trustees** have control of the Charity and its property and funds. The Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all powers of the Charity not reserved to the Members.
- 11.2 All Trustees must be individuals over the age of 18, support the Objects, and have signed a written declaration of willingness to act as a charity trustee of the Charity.
- 11.3 Subject to Articles 11.4 and 11.7, the Trustees shall comprise:
  - (a) the **Officers**;
  - (b) the **Editor-in-Chief**;
  - (c) up to seven **Elected Trustees**;
  - (d) the chair of the Resident Doctors Committee or any successor group to the committee which the Charity establishes for Resident Members) (*ex officio*); and
  - (e) up to three Trustees appointed by the Trustees who shall not be Members.
- 11.4 Those Trustees in office at the date of adoption of these Articles shall remain in office for the remainder of the term for which they were originally appointed.

*Elected Trustees*

- 11.5 The Company Members shall elect the Elected Trustees from among the Full Members.
- 11.6 Subject to Article 11.7, an Elected Trustee shall:
- (a) hold office for a term of three years, at the end of which they shall retire; and
  - (b) be eligible for re-election for one further term of three years as an Elected Trustee.
- 11.7 If, during a term of office as an Elected Trustee, an Elected Trustee is appointed as an Officer, their term of office as an Elected Trustee shall cease immediately.
- 11.8 If the appointment of an Elected Trustee as an Officer occurs during their first term as an Elected Trustee, they shall, at the end of their term as an Officer, be eligible for re-election as an Elected Trustee pursuant to Article 11.6(b).

*Officers*

- 11.9 To be eligible for appointment as an Officer or an Officer Elect, a person must:
- (a) be a Full Member; and
    - (1) be, or have been, an Elected Trustee; or
    - (2) be appointed as the Editor-in-Chief pursuant to Article 11.13.
- 11.10 Every three years, in the third year of the term of the Officers appointed under Article 11.12, the Trustees shall appoint Officers Elect with the following honorary positions:
- (a) **President Elect;**
  - (b) **Treasurer Elect;** and
  - (c) **two Vice Presidents Elect,**
- in each case for a term of one year.
- 11.11 For the duration of a Trustee's appointment as an Officer Elect, the term of the Officer Elect as either Elected Trustee or Editor-in-Chief shall continue.
- 11.12 At the end of their terms of office, those appointed pursuant to Article 11.10, unless a majority of the Trustees shall resolve otherwise (in the case or any or all of them), shall become Officers and:

- (a) the President Elect shall become the **President**;
  - (b) the Treasurer Elect shall become the **Treasurer**; and
  - (c) the Vice Presidents Elect shall become the **Vice Presidents**,
- in each case for a term of three years.

*Editor-in-Chief*

- 11.13 The Editor-in-Chief shall be appointed by the Trustees as a Trustee for a single term of six years.

*Trustee Vacancies*

- 11.14 The Trustees may at any time co-opt:

- (a) an Elected Trustee to fill a vacancy in the Officers (other than the President); and
- (b) a Full Member to fill a vacancy in the Elected Trustees.

- 11.15 A co-opted Trustee shall hold office until the next Annual Members' Meeting, when:

- (a) if they were co-opted to fill a vacancy in the Officers, they shall be eligible for appointment by the Trustees as an Officer; or
- (b) if they were co-opted to fill a vacancy in the Elected Trustees, they shall be eligible for election as an Elected Trustee for their first term as an Elected Trustee for the purposes of Article 11.6(a).

- 11.16 If the office of President becomes vacant:

- (a) the President Elect then in office shall, unless they declare their unwillingness to do so, assume the duties of President until the next Annual Members' Meeting when the President Elect (if any) will take office as the President; and
- (b) if the President Elect is unwilling to take on the duties of President, the Trustees may appoint an Officer or Elected Trustee to assume the duties of President, but any person so appointed shall hold office only until the end of the next Annual Members' Meeting.

- 11.17 A Trustee's term of office as such automatically terminates if they:

- (a) are disqualified under the Charities Act from acting as a charity trustee;
- (b) become bankrupt or make any arrangement or composition with their creditors generally;

- (c) become incapable, whether mentally or physically, of managing their property or affairs;
- (d) resign their office by written notice to the Trustees (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
- (e) are removed by the Company Members pursuant to the provisions of the Companies Act;
- (f) are directly or indirectly interested in any proposed transaction or arrangement with the Charity and fail to declare the nature of their interest as required by the Companies Act;
- (g) are absent without the permission of the Trustees for three consecutive Trustees' meetings and the Trustees resolve that their office be vacated; or
- (h) being an Elected Trustee or an Officer appointed in accordance with Article 11.9(a)(1), cease to be a Full Member.

*Interpretation*

- 11.18 For the purpose of this Article 11, “**year**” shall mean the period between the end of one Annual Members’ Meeting and the end of the Annual Members’ Meeting that is held the following calendar year.

**12. Trustees’ proceedings**

- 12.1 Subject to the provisions of these Articles and the Companies Act, the Trustees may regulate their proceedings as they think fit.
- 12.2 The quorum for the transaction of the business of the Trustees shall be five Trustees, of which not fewer than three shall be Elected Trustees.
- 12.3 Any Trustee may call a meeting of the Trustees.
- 12.4 Each Trustee must be given such notice of each meeting of the Trustees as is reasonable in the circumstances. Other than in exceptional circumstances, this will be at least five working days’ notice.
- 12.5 The President shall chair all meetings of the Trustees, but if the President is absent or unwilling to chair a meeting:
- (a) a Vice President shall chair the meeting; or

- (b) if the Vice Presidents are absent or unwilling to chair the meeting, the Trustees shall appoint one of their number to chair the meeting.

12.6 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any **Conflicted Trustee** who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

12.7 Every Trustee has one vote on each issue but, in the case of an equality of votes, the chair of the meeting has a second or casting vote.

12.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a Trustees' meeting (including, but not limited to, a technical defect in relation to the appointment of a Trustee or the service of any notice).

12.9 The Trustees may act notwithstanding any vacancy in their body, but, if and so long as its number of Trustees is reduced below five, the Trustees may act only for the purpose of increasing the number of Trustees to that number.

12.10 A Trustee may attend a meeting of the Trustees either in person or by suitable **Electronic Means** agreed by the Trustees in which all participants may communicate with the other participants.

### 13. **Council**

13.1 There shall be a Council of the Charity which shall advise the Trustees on the specialty of anaesthesia and external environment.

13.2 The role, membership and proceedings of the Council shall be governed by the Regulations in accordance with Article 15.1(c).

### 14. **Committees**

14.1 The Trustees may delegate any of their powers or discretions to committees consisting of such Members as the Trustees shall think fit, provided that the Officers shall be entitled to be members of all committees.

14.2 All such committees shall, in the exercise of powers so delegated, conform to terms of reference and any Regulations prescribed by the Trustees.

14.3 If a committee's terms of reference requires that one or more Trustees must be members of the committee, meetings of that committee shall not be quorate unless the relevant number of Trustees is present.

14.4 If a committee's membership includes one or more Trustees, no resolution of that committee shall be passed unless the majority of the Trustees present vote in favour of the resolution.

14.5 All committees shall fully report their acts and proceedings to the Trustees as soon as is reasonably practicable.

## **15. Regulations**

15.1 The Trustees shall make such Regulations as they may think fit consistent with these Articles and the Companies Act to govern:

- (a) proceedings at Company Members' Meetings and meetings of the Trustees and their committees;
- (b) the roles which Officers hold and detailed procedures for the nomination and appointment/election of the Trustees;
- (c) the role, membership and proceedings of the Council;
- (d) areas which these Articles provide may be covered by the Regulations; and
- (e) the administration of any subsidiaries of the Charity.

## **16. Annual Members' Meetings**

16.1 The Charity shall hold in each calendar year an annual meeting, which shall be called the Annual Members' Meeting, for the purposes of:

- (a) declaring the results of the election of Officers and election of Elected Trustees;
- (b) receiving a report from the Trustees on the Charity's activities during the previous year;
- (c) considering Trustees' plans for future activities of the Charity; and
- (d) any further matters as set out in the Regulations.

16.2 The Annual Members' Meeting shall be called by the Trustees, and its proceedings conducted, in accordance with Regulations.

16.3 All Members are entitled to attend (physically and/or virtually) and speak at Annual Members' Meetings, but there shall be no votes and no decisions can be taken at an Annual Members' Meeting which are binding on the Trustees or the Charity.

- 16.4 An Annual Members' Meeting is not a general meeting for the purposes of the Companies Act.

**17. Company Members' Meetings**

- 17.1 Company Members may require the Trustees to call a Company Members' Meeting in accordance with the Companies Act.
- 17.2 Company Members are entitled to attend Company Members' Meetings physically and/or virtually, themselves or by proxy.
- 17.3 The Trustees may call a Company Members' Meeting at any time, on at least 14 and not more than 28 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 17.4 A Company Members' Meeting may be called by shorter notice if it is so agreed by a majority in number of Company Members having a right to attend and vote, being a majority together holding not less than 90% of the total voting rights at the meetings of all the Company Members.
- 17.5 No business shall be transacted at any Company Members' Meeting unless a quorum of Company Members is present at the time when the meeting proceeds to business. At least ten Company Members entitled to vote upon the business to be transacted and being present in person or by proxy shall be a quorum at any Company Members' Meeting.
- 17.6 If such a quorum is not present within half an hour of the time appointed for the meeting, or if a quorum ceases to be present during a meeting (including as a result of major technological disruption in the case of a virtual or hybrid meeting), the meeting, if convened on the requisition of Company Members, shall be dissolved and in any other case shall stand adjourned to the same day in the next week at the same time and place or to such other day not less than seven and not more than twenty-eight days after the meeting and at the time and place as the Trustees may determine. If at such adjourned meeting a quorum is not present within half an hour of the time appointed for holding the meeting, the meeting shall be dissolved.
- 17.7 The President shall chair Company Members' Meetings. In the absence of the President or in the event of their unwillingness to act as chair:
- (a) a Vice President shall chair the meeting; or



- (b) if the Vice Presidents are absent or unwilling to chair the meeting, the Trustees shall appoint one of their number to chair the meeting.
- 17.8 Except where otherwise provided by the Articles or the Companies Act, every issue before a Company Members' Meeting is decided by **ordinary resolution**.
- 17.9 A resolution put to the vote of a Company Members' Meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded:
  - (a) by the chair of the meeting; or
  - (b) by at least two Company Members having the right to vote on the resolution; or
  - (c) by a Company Member or Company Members representing not less than one-tenth of the total voting rights of all the Company Members having the right to vote on the resolution,and a demand by a person as a proxy for a Company Member shall be the same as a demand by the Company Member.
- 17.10 Unless a poll is duly demanded, a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority or an entry to that effect in the minutes of the Company Members' Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 17.11 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chair of the Company Members' Meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 17.12 A poll shall be taken as the chair directs and they may appoint scrutineers (who need not be Company Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the Company Members' Meeting at which the poll is demanded.
- 17.13 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the Company Members' Meeting shall be entitled to a casting vote in addition to any other vote they may have.
- 17.14 No poll shall be demanded on a question of adjournment. A poll demanded on any other question shall be taken at such time and place as the chair directs not being more than

30 days after the poll is demanded. The demand for a poll shall not prevent continuance of a Company Members' Meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the Company Members' Meeting shall continue as if the demand had not been made.

- 17.15 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the Company Members' Meeting at which it is demanded. In other cases, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 17.16 At a vote at a Company Members' Meeting on a show of hands, every Company Member entitled to vote present in person or by proxy shall have one vote, unless the proxy is themselves a Company Member entitled to vote, and on a poll every Company Member entitled to vote present in person or by proxy shall have one vote.
- 17.17 No objection shall be raised to the qualification of any voter, except at the Company Members' Meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.
- 17.18 The appointment of a proxy shall be in the form and manner prescribed in the Regulations.
- 17.19 A Company Member who is entitled to attend, speak and vote at a Company Members' 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 Charity by or on behalf of that Company Member. If such a Company Member attends the Company Members' Meeting in person, their proxy appointment shall be automatically terminated.
- 17.20 An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the appointment of proxy was given. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 17.21 Except where otherwise provided by the Articles or the Companies Act, a **written resolution** (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a Company Members' Meeting. For this purpose the written resolution may be set out in more than one document.

- 17.22 A technical defect in the admission of a Company Member of which the Company Members are unaware at the time does not invalidate a decision taken at a Company Members' Meeting or a written resolution.

**18. Meetings held by Electronic Means**

- 18.1 In relation to each Annual Members' Meeting and Company Members' Meeting, the Trustees shall determine the format and means of attendance at, and participation in, the meeting, including whether the format of the meeting will be:
- (a) a physical meeting (whether held in one location only, or involving a principal meeting place linked together with one or more 'satellite' locations);
  - (b) a virtual meeting (attended by Electronic Means); or
  - (c) a meeting that is partially physical and partially virtual (a 'hybrid' meeting).
- 18.2 If a meeting is to be virtual or hybrid, the notice of the Annual Members' Meeting or Company Members' Meeting shall specify the administrative arrangements for attendance by Electronic Means.
- 18.3 All Members seeking to attend and participate in an Annual Members' Meeting or Company Members' Meeting by Electronic Means shall be responsible for having access to and maintaining adequate technical capabilities (including but not limited to internet connectivity) to enable them to do so.
- 18.4 Unless it gives rise to an adjournment under Article 17.6, the inability of a Member or Members to participate in a meeting by Electronic Means shall not, of itself, invalidate the proceedings of that meeting.
- 18.5 The Trustees may, for the purpose of managing the level of attendance or ensuring the safety of those attending at any place specified for the holding of an Annual Members' Meeting or Company Members' Meeting, ensuring the security of the meeting and ensuring the future orderly conduct of the meeting, from time to time make such arrangements as they shall in their absolute discretion consider to be appropriate and may from time to time vary any such arrangements or make new arrangements as they think fit.
- 18.6 If a meeting is held partially or wholly by Electronic Means, the Trustees may make any arrangement and impose any requirement or restriction which they regard as proportionate to:
- (a) ascertain the identity of those taking part; and
  - (b) ensure the security of the electronic communication.

**19. Records and accounts**

- 19.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- (a) annual returns and confirmation statements;
  - (b) annual reports; and
  - (c) annual statements of account.
- 19.2 The Trustees must also keep records of:
- (a) all proceedings at meetings of the Trustees;
  - (b) all resolutions in writing;
  - (c) all reports of committees; and
  - (d) all professional advice obtained.
- 19.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 19.4 A copy of the Charity's Articles and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

## 20. **Notices**

- 20.1 Notices and other documents to be served on Members or Trustees under these Articles or the Companies Act may be served:
- (a) by hand;
  - (b) by post;
  - (c) by suitable Electronic Means; or
  - (d) through publication on the Charity's website.
- 20.2 The only address at which a Member is entitled to receive notices sent by post is the address for the time being that has been notified to the Charity.
- 20.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by Electronic Means, posted on the Charity's website or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) immediately on being handed to the recipient personally; or, if earlier
- (e) as soon as the recipient acknowledges actual receipt.

## 21. Interpretation

21.1 In these Articles the following words and expressions shall have the following meanings:

<b>"AAGBI"</b>	AAGBI (formerly the Association of Anaesthetists of Great Britain and Ireland), a company limited by guarantee with company number 1888799;
<b>"Annual Members' Meeting"</b>	the annual meeting of the Members called by the Trustees pursuant to Article 16.2 and which is not a Company Members' Meeting;
<b>"Articles"</b>	the Charity's articles of association and <b>"Article"</b> refers to a particular article;
<b>"Associate Members"</b>	Members admitted from persons practising in fields related to anaesthesia or anaesthetic practice;
<b>"charitable purposes"</b>	purposes that are exclusively charitable under the laws of England and Wales provided that they will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and <b>"charitable"</b> shall be construed accordingly;
<b>"the Charities Act"</b>	the Charities Acts 1992 and 2011;
<b>"Charity"</b>	the company governed by these Articles;
<b>"charity trustee"</b>	has the meaning prescribed to it in the Charities Act;
<b>"clear day"</b>	does not include the day on which notice is given or the day of the meeting or other event;

<b>“the Commission”</b>	the Charity Commission for England and Wales or any body which replaces it;
<b>“the Companies Act”</b>	the Companies Act 2006;
<b>"Company Members"</b>	refers to company law members of the Charity for the purposes of section 112 of the Companies Act, being the Full Members and Resident Members;
<b>“Company Members’ Meeting”</b>	a meeting of the Company Members;
<b>“Conflicted Trustee”</b>	a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
<b>“connected”</b>	as defined in sections 252 and 254 of the Companies Act;
<b>“Connected Person”</b>	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that they may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee or other person with whom the Trustee is connected, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;
<b>“constitution”</b>	the Memorandum and the Articles and any special resolutions relating to them;
<b>"Council"</b>	the council of the Charity, as established and regulated in accordance with Article 13 and the Regulations;
<b>“Custodian”</b>	a person or body who undertakes safe custody of assets or documents or records relating to them;

<b>"Editor-in-Chief"</b>	the Editor-in-Chief of the Charity's journal;
<b>"Elected Trustee"</b>	a director who is elected by the Company Members in accordance with Article 11.5;
<b>"Electronic Means"</b>	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
<b>"Financial Expert"</b>	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>"Full Members"</b>	Members who are registered medical practitioners engaged in the practice of anaesthesia or other medical disciplines allied to anaesthesia in the United Kingdom or the Republic of Ireland;
<b>"financial year"</b>	the Charity's financial year;
<b>"firm"</b>	includes a limited liability partnership;
<b>"Honorary Members"</b>	Members admitted from among those persons who have contributed in an exceptional degree to the advancement of anaesthesia or other medical disciplines allied to anaesthesia;
<b>"indemnity insurance"</b>	insurance against personal liability incurred by any Trustee or other officer (other than any person engaged by the Charity as auditor) for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
<b>"International Members"</b>	Members who are medical practitioners engaged in the practice of anaesthesia or other medical disciplines allied to anaesthesia outside the United Kingdom and the Republic of Ireland;
<b>"material benefit"</b>	a benefit, direct or indirect, which may not be financial but has a monetary value;



<b>“Member” and “Membership”</b>	(a) the Company Members;  (b) the International, Retired, Honorary and Associate Members, which are not Company Members; and  (c) any other class of member established by the Trustees in Regulations, which are not Company Members;
<b>“Memorandum”</b>	the Charity’s Memorandum of Association;
<b>“nominee company”</b>	a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
<b>“Objects”</b>	the objects of the Charity as set out in Article 2;
<b>"Officers"</b>	Trustees who are appointed by the Trustees and hold honorary positions pursuant to Article 11.12;
<b>"Officers Elect"</b>	Trustees who are appointed by the Trustees and hold honorary positions pursuant to Article 11.10;
<b>“ordinary resolution”</b>	means a resolution agreed by a simple majority of the Members present and voting at a Company Members' Meeting or in the case of a written resolution by Company Members who together hold a simple majority of the voting power;
<b>“President”</b>	the President of the Charity appointed under the Articles;
<b>"President Elect"</b>	the President Elect of the Charity appointed under the Articles;
<b>“Regulations”</b>	regulations of the Charity made by the Trustees pursuant to Article 15 or any other Article;
<b>"Resident Members"</b>	Members who are registered medical practitioners training as anaesthetists or in other medical disciplines allied to anaesthesia in the United Kingdom or the Republic of Ireland;
<b>"Retired Members"</b>	Members who are retired from clinical practice and are working no more than the equivalent of two days a week;
<b>“special resolution”</b>	a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of the Members present and voting at a Company Members' Meeting or in the case of a written

	resolution by Company Members who together hold 75% of the voting power;
<b>"Taxable Trading"</b>	carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation from time to time in force;
<b>"Treasurer"</b>	the Treasurer of the Charity appointed under the Articles;
<b>"Treasurer Elect"</b>	the Treasurer Elect of the Charity appointed under the Articles;
<b>"Trustee"</b>	a person who is both a charity trustee of the Charity for the purposes of s177 Charities Act and a director of the Charity for the purposes of s154 Companies Act;
<b>"Vice President"</b>	a Vice President of the Charity appointed under the Articles;
<b>"Vice President Elect"</b>	a Vice President Elect of the Charity appointed under the Articles;
<b>"written" or "in writing"</b>	refers to a legible document on paper or a document sent by Electronic Means which is capable of being printed out on paper;
<b>"written resolution"</b>	refers to an ordinary or a special resolution which is in writing; and
<b>"year"</b>	calendar year.

21.2 In these Articles, unless the context indicates another meaning:

- (a) expressions not otherwise defined which are defined in the Companies Act have the same meaning;
- (b) references to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it;
- (c) use of the singular includes the plural and vice-versa; and
- (d) use of any gender includes the other genders.

21.3 The model articles for a private company limited by guarantee shall not apply to and are expressly excluded from these Articles, except where they are expressly included.