

South East u3a Forum

CONSTITUTION OF SOUTH EAST u3a FORUM (HEREINAFTER CALLED "THE FORUM") AN UNINCORPORATED MEMBERS ASSOCIATION, AND AN AFFILIATE OF THE THIRD AGE TRUST.

This Revision approved at the Trustee Meeting on 27-03-23

PART 1

1 Name

- 1.1. The Forum's name is South East u3a Forum.
- 1.2. The Forum is a charity registered with the Charity Commission, number 1196999
- 1.3. The Forum is an affiliate of The Third Age Trust (**The Trust**) (Registered Charity Number 288007) and has signed an Affiliation Agreement with The Trust.

2 Interpretation

In this Constitution:

'address' means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the charity;

'the constitution' means the charity's constitution;

'the committee' means the Trustees committee;

'Charities Act' means the Charities Act 2011;

'the charity' means the Forum;

'the Commission' means the Charity Commission for England and Wales;

'the Trustees' means the Trustees of the charity;

'document' includes, unless otherwise specified, any document sent or supplied in electronic form;

'member' means a u3a Network (a Network) accepted and registered as an affiliated network of The Third Age Trust in the South East Region;

'region' means a geographic grouping of u3as designated as a region by The Trust from time to time;

'representative' means the nominated Trustee of a u3a which is a member of a Network in the region;

'Forum Area' means mainly, but not limited to, the South East Region;

'officers' includes the chair and treasurer;

'clear days' in relation to the period of a notice means a period excluding:

- (a) the day when the notice is given or deemed to be given; and
- (b) the day for which it is given or on which it is to take effect;

Words signifying one gender shall include all genders, and the singular includes the plural and vice versa.

3 Object

The object of the Forum is the advancement of education, and in particular the education of older people and those retired from full time work, by all means including associated activities conducive to learning and personal development in the Forum Area.

4 Application of income and property

- 4.1 The income and property of the Forum shall be applied solely towards the promotion of the object.
- 4.2 A Trustee appointed in accordance with clause 21 is entitled to be reimbursed from the property of the Forum or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Forum.
- 4.3 A Trustee may benefit from trustee indemnity insurance cover provided by The Trust in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 4.4 None of the income or property of the Forum may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any individual person. This does not prevent an individual u3a member who is not also a Trustee from receiving:
 - 4.4.1 a benefit from the Forum in the capacity of a beneficiary of the Forum;
 - 4.4.2 reasonable and proper remuneration for any goods or services supplied to the Forum.

5 Benefits and payments to Trustees and connected persons

5.1 General provisions.

No Trustee or connected person may:

- 5.1.1 buy or receive any goods or services from the Forum on terms preferential to those applicable to members of the public;
- 5.1.2 sell goods, services or any interest in land to the Forum;
- 5.1.3 be employed by, or receive any remuneration from, the Forum;
- 5.1.4 receive any other financial benefit from the Forum,
unless the payment is permitted by clause 5.2, or is authorised by the court or the Charity Commission (the "Commission"). In this clause, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

5.2 Scope and powers permitting Trustees' or connected persons' benefits:

- 5.2.1 A Trustee or connected person may receive a benefit from the Forum in the capacity of a beneficiary of the Forum provided that it is available generally to the beneficiaries of the Forum;
- 5.2.2 A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Forum where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011;
- 5.2.3 A Trustee or connected person may receive interest on money lent to the Forum at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate);
- 5.2.4 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

6 Dissolution

- 6.1 If the Members resolve to dissolve the Forum the Trustees will remain in office as members of the Forum's governing body and will be responsible for winding-up the affairs of the Forum in accordance with this clause.
- 6.2 The Trustees must collect in all the assets of the Forum and must pay or make provision for all the liabilities of the Forum.
- 6.3 The Trustees must apply any remaining property or money:
 - 6.3.1 directly for the objects;
 - 6.3.2 by transfer to The Trust or to the Networks (in such proportions as the Members shall agree) provided that such Networks are affiliated to The Trust;
 - 6.3.3 in such other manner as the Commission may approve in writing in advance.
- 6.4 The Members may pass a resolution before or at the same time as the resolution to dissolve the Forum specifying the manner in which the Trustees are to apply the remaining property or assets of the Forum and the Trustees must comply with the resolution if it is consistent with clause 6.3.
- 6.5 The Trustees must notify both the Commission and The Trust promptly that the Forum has been dissolved. If the Trustees are obliged to send the Forum's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Forum's final accounts.
- 6.6 The Forum cannot continue to include the words or phrase University of The Third Age or u3a or any other similar configuration of words in its title or elsewhere if it ceases to be an affiliate of The Trust.

7 Amendment of constitution

- 7.1 The Forum may amend any provision contained in Part 1 of this constitution provided that:
 - 7.1.1 the prior written consent of The Trust has been obtained;
 - 7.1.2 no amendment may be made that would have the effect of making the Forum cease to be a charity at law;
 - 7.1.3 no amendment may be made to clause 3 (Object), 4 (Application of income and property), clause 5 (Benefits and payments to Trustees and connected persons), clause 6 (Dissolution) or this clause without the prior consent in writing of the Commission and The Trust;
 - 7.1.4 such amendment is agreed to by not less than two thirds of the Members present and voting at a general meeting of the Forum.
- 7.2 Any provision contained in Part 2 of this constitution may be amended, provided that;
 - 7.2.1 the prior written consent of The Trust has been obtained; and
 - 7.2.2 any such amendment is made by resolution passed by a simple majority of the Members present and voting at a general meeting.
- 7.3 A copy of any resolution amending this constitution shall be sent to the Commission and to The Trust within twenty-one days of it being passed.

PART 2

8 Aims

8.1 In addition to the Object (clause 3), the Forum has the following aims:

- 8.1.1 To support the exchange of experience and knowledge amongst the Networks;
- 8.1.2 To support the exchange of experience and knowledge between the Networks and the Trust;
- 8.1.3 To enable effective co-operation, where appropriate, between the Networks;
- 8.1.4 To strengthen the two-way flow of information between the National Executive Committee of The Trust and the Networks and through them to the individual u3a organisations;
- 8.1.5 To organise such activities as are appropriate for a large forum comprising u3a Networks across the Forum Area;
- 8.1.6 To encourage and support u3a growth and development activities in the Forum Area;
- 8.1.7 To reinforce and support the overall aims and objectives of the u3a movement and The Trust;
- 8.1.8 To provide a forum in which the Members' representatives, on behalf of their Networks, have the opportunity to liaise with each other and with The Trust;
- 8.1.9 To ensure that links are forged and expanded with educational, Third Age, and other relevant organisations for the benefit of all the Networks and their constituent individual u3a organisations, and to ensure a strong representation of the u3a movement in the Forum Area;
- 8.1.10 To encourage or instigate joint events and other activities that improve the efficiency and effectiveness of the Networks and enhance the u3a experience of the members of such Networks' constituent u3a organisations;
- 8.1.11 To publicise events and activities of The Trust, the Forum, the Networks, u3a organisations in the Forum Area and local u3a Groupings, for the benefit of u3a organisations and their individual members, and
- 8.1.12 To report regularly to and consult with the Networks.

9 Membership

9.1 Membership of the Forum is open to affiliated Networks in the South East Region, which

- 9.1.1 agree to abide by this constitution;
- 9.1.2 agree to abide by any conditions properly imposed by the Trustees;
- 9.1.3 pay the membership fees as set by the Trustees from time to time (and for this purpose such membership fees may be paid by each of the Networks on behalf of their authorised representatives).

9.2 Membership is not transferable.

- 9.3 Each Network must give written or electronic notice to the Forum of the names of their Representatives appointed or elected to represent them in the Forum, who shall be elected Trustees of the Forum at the next general meeting.
- 9.4 Representatives elected as Trustees may represent their Networks at meetings of the Forum unless written notice to the contrary is received by the Forum. The Forum shall not be required to consider whether Trustees have been duly appointed by their Networks in accordance with such Networks' constitutional procedures.
- 9.5 The Trustees must keep a register of names and contact details of each Trustee, and the Network which they represent.

10 Termination of membership

10.1 Membership is terminated if:

- 10.1.1 the Network which the Trustee(s) represent(s) is wound up or otherwise ceases to operate;
- 10.1.2 the Member resigns by written notice to the Forum unless, after the resignation, there would be fewer than two Members;
- 10.1.3 the Member is removed from membership by a resolution of the Trustees that it is in the best interests of the Forum that the membership be terminated. A resolution to remove a Member under this clause 10.1.3 may only be passed if:
- 10.1.3.1 annual membership where applicable, or any other sum properly due to the Forum is unpaid for a period of six months from the due date;
- 10.1.3.2 by way of expulsion at the end of a disciplinary procedure for breach of any membership condition or for breach of any disciplinary code of the Forum; and
- 10.1.3.3 the appropriate steps have been taken according to the Forum's procedures.

- 10.2 A terminated Member may be re-considered for membership by the Forum Trustees, if they consider that the circumstances causing the removal have been satisfactorily addressed.

11 General meetings

- 11.1 The Forum must hold a general meeting within twelve months of the date of the adoption of this constitution.
- 11.2 An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.
- 11.3 All general meetings other than annual general meetings shall be called special general meetings.
- 11.4 The Trustees may call a special general meeting at any time.
- 11.5 The Trustees must call a special general meeting if requested to do so in writing by at least two Members. The request must state the nature of the business that is to be discussed. If the Trustees fail to hold the meeting within twenty-eight days of the request, the Members

may proceed to call a special general meeting but in doing so they must comply with the provisions of this constitution.

12 Online and hybrid general meetings

- 12.1 A general meeting (whether an annual general meeting or a special general meeting) may be held in person or by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants. Where the Trustees determine that a general meeting is to be held by electronic means pursuant to this clause such determination shall be set out in the notice of general meeting sent to Members, and their Representatives (Trustees) together with details of how a Trustee may participate in such meeting.
- 12.2 Where a general meeting is to be held in person, the Trustees may if they deem it appropriate set out a procedure in the notice of meeting which allows Trustees to attend electronically if they so wish, and in such circumstances both Trustees physically present in person and Trustees present by electronic means will be considered present in person and will count towards the quorum for the relevant meeting.
- 12.3 If the meeting is to be held solely by electronic means pursuant to clause 12.1, the place of the meeting shall be deemed to be the charity's registered office address.
- 12.4 Proceedings at a general meeting held by electronic means pursuant to clause 12.1, or a physical meeting at which procedures are put in place to allow Trustees to attend electronically pursuant to clause 12.2, will not be invalidated due to technical issues which prohibit Trustees from joining such meeting electronically, so long as a sufficient number of Trustees to form a quorum under clause 14.2 is able to join the meeting successfully.

13 Notice

- 13.1 If a resolution requiring the consent of two-thirds of the Members will be proposed at a general meeting then all Members and their Representatives (Trustees) must be notified at least 21 clear days ahead of that meeting.
- 13.2 The minimum period of notice required to hold any general meeting of the Forum (other than to consider a resolution for which a two-thirds majority of the Members as represented by their Representatives, is needed) is 14 clear days from the date on which the notice is deemed to have been given.
- 13.3 A general meeting may be called by shorter notice, if it is so agreed by every Member entitled to have their Representatives attend and vote.
- 13.4 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.
- 13.5 The notice must be given to all Members and to the Trustees.

14 Quorum

- 14.1 No business shall be transacted at any general meeting unless a quorum is present.
- 14.2 A quorum is five Trustees entitled to vote upon the business to be conducted at the meeting.

- 14.3 If a quorum is not present within half an hour from the time appointed for the meeting, or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Trustees shall determine.
- 14.4 The Trustees must re-convene the meeting and must give at least seven clear days' notice of the re-convened meeting stating the date, time and place of the meeting.
- 14.5 If no quorum is present at the re-convened meeting within fifteen minutes of the time specified for the start of the meeting the Trustees present at that time shall constitute the quorum for that meeting.

15 Chair

- 15.1 General meetings shall be chaired by the person who has been elected as Chair.
- 15.2 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.
- 15.3 If there is only one Trustee present and willing to act, he or she shall chair the meeting.

16 Adjournments

- 16.1 The Trustees present at a meeting may resolve that the meeting shall be adjourned.
- 16.2 The person who is chairing the meeting must decide the date time and place at which the meeting is to be re-convened unless those details are specified in the resolution.
- 16.3 No business shall be conducted at an adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 16.4 If a meeting is adjourned by a resolution of the Trustees for more than seven days, at least seven clear days' notice shall be given of the re-convened meeting stating the date time and place of the meeting.

17 Votes

- 17.1 Each Officer shall have one vote and each Trustee shall have one vote on each issue which shall be exercised on behalf of the Network which they represent, but if there is an equality of votes the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.
- 17.2 A resolution in writing signed by each Trustee who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by one or more Trustees.
- 17.3 Where a meeting is to be held by electronic means, or where procedures are put in place to allow Members to join a physical meeting by electronic means, the Trustees may put in place an electronic balloting mechanism to allow Network Representatives present at the meeting by electronic means to vote as if they were present in person. Where such a voting mechanism is to be used for a meeting, the notice of meeting will set this out.
- 17.4 A Trustee may appoint a proxy to attend a general meeting and vote on his or her behalf in accordance with clause 18.

18 Proxies

- 18.1 Proxies may only be validly appointed by notice in writing (a "**Proxy Notice**") which:
- 18.1.1 states the name and address of the Trustee appointing the proxy;

- 18.1.2 identifies the person appointed to be that Trustee's proxy and the general meeting in relation to which that person is appointed;
- 18.1.3 is signed by the Trustee appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
- 18.1.4 is delivered to the charity in accordance with clause 34.
- 18.2 The Trustees may from time to time determine the form in which Proxy Notices should be submitted to the charity in advance of any general meeting.

19 Observers

- 19.1 The Trustee for the South East Region may be invited to attend any meeting of the Forum and may speak at general meetings but shall not be entitled to vote. Each Network may nominate up to two persons to attend any meeting of the Forum in addition to the Trustee, provided that such persons shall not be entitled to vote or speak at general meetings of the Forum.

20 Officers and trustees

- 20.1 The Forum and its property shall be managed and administered by a committee comprising of the Network representatives plus 2 Officers, the Chair and the Treasurer.
- 20.2 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of clause 23.
- 20.3 The number of Trustees shall be not less than three and not more than the two officers plus two from each Member.
- 20.4 The maximum total period of service of any Trustee shall be 9 years in any combination of roles whether or not the periods of service are contiguous.
- 20.5 The maximum continuous period of service in one specific role without an interval of at least 1 year between the periods of service shall be:
 - 20.5.1 Chair - 3 years.
 - 20.5.2 All other roles, including ordinary trustees - 6 years.
- 20.6 All Trustees other than the Officers shall be appointed or elected annually by the Networks in accordance with clause 21 but may be re-elected subject to clauses 20.4 and 20.5
- 20.7 A Trustee may not appoint anyone to act on his or her behalf at meetings of the Trustees.
- 20.8 The Trustees shall appoint from among their number a chair and a treasurer to serve as officers.
- 20.9 On the occasion of a new or a revised edition of the Charity's constitution, the Charity will continue with the terms of membership for those trustees eligible to continue as trustees under the Charity's previous constitution with the proviso that all and any transitional arrangements end once the new or revised constitution is voted in at a general meeting.

21 Appointment or election of Representatives by the Networks

- 21.1 Each Network shall elect or appoint at least one [and not more than two] Representatives to take office with effect from the next general meeting.

- 21.2 Representatives shall be elected or appointed by the Networks on an annual basis and may be re-elected or re-appointed subject to clause 20.4 and 20.5.
- 21.3 In the event of a Member's Representative (Trustee) retiring or being terminated (see Clause 10), that Member may appoint a replacement to take office immediately to satisfy the membership requirements. The appointment of this replacement Representative shall be confirmed at the next general meeting.

22 Powers of trustees

- 22.1 The Trustees must manage the business of the Charity and have the following powers in order to further the object (clause 3) and the aims (clause 8) (but not for any other purpose):
- 22.1.1 to raise funds for the Forum or for a charity with the same or similar purposes. In doing so, the Trustees must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
 - 22.1.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - 22.1.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Forum. In exercising this power, the Trustees must comply as appropriate with sections 117 - 122 of the Charities Act 2011;
 - 22.1.4 to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed. The Trustees must comply as appropriate with sections 124 - 126 of the Charities Act 2011, if they intend to mortgage land;
 - 22.1.5 to encourage and co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them and in particular with the Networks, individual u3a organisations, and The Trust;
 - 22.1.6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Object;
 - 22.1.7 to promote and foster the exchange of experiences, expertise and resources across all Networks and, where applicable, all u3a organisations.
 - 22.1.8 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures, research and other educational activities, in particular an annual Summer School;
 - 22.1.9 to enter into any partnership or joint venture arrangement with any other charity formed for any of the objects or with any u3a organisation;
 - 22.1.10 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
 - 22.1.11 to obtain and pay for such goods and services as are necessary for carrying out the work of the Forum;
 - 22.1.12 to open and operate such bank and other accounts as the Trustees consider necessary; and

- 22.1.13 to do all such other lawful things as are necessary for the achievement of the objects and aims.
- 22.2 No alteration of this constitution or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 22.3 Any properly constituted meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

23 Disqualification and removal of Trustees

- 23.1 A Trustee shall cease to hold office if he or she:
- 23.1.1 is disqualified from acting as a Trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
 - 23.1.2 ceases to be a member of a u3a organisation that is itself a member of a Network;
 - 23.1.3 in the written opinion, given to the Forum, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
 - 23.1.4 resigns as a Trustee by notice to the Forum (but only if at least three Trustees will remain in office when the notice of resignation is to take effect); or
 - 23.1.5 is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated.

24 Proceedings of Trustees

- 24.1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of this constitution.
- 24.2 Any Trustee may call a meeting of the Trustees provided reasonable notice is given.
- 24.3 The secretary or Chair must call a meeting of the Trustees if requested to do so by a Trustee.
- 24.4 Questions arising at a meeting of Trustees must be decided by a majority of votes.
- 24.5 In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.
- 24.6 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made.
- 24.7 The quorum shall be three, one of whom must be an Officer. This number may be varied from time to time by the Trustees.
- 24.8 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 24.9 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustee(s) may act only for the purpose of filling vacancies or of calling a general meeting.
- 24.10 The person elected as the Chair shall chair meetings of the trustees.
- 24.11 If the Chair is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.

- 24.12 The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by this constitution or delegated to him or her in writing by the Trustees.
- 24.13 A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held.
- 24.14 The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Trustees.
- 24.15 A Trustees' meeting or a meeting of a committee of the Trustees may be held in person or by suitable electronic means agreed by the Trustees or the members of the committee (as the case may be) in which each participant may communicate with all the other participants.

25 Conflicts of interests and conflicts of loyalties

25.1 A Trustee must:

- 25.1.1 declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Forum or in any transaction or arrangement entered into by the Forum which has not been previously declared; and
- 25.1.2 absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Forum and any personal interest (including but not limited to any personal financial interest).

- 25.2 Any Trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Trustees on the matter.

26 Saving provisions

- 26.1 Subject to sub-clause (2) of this clause, all decisions of the Trustees, or of a committee of the Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

- 26.1.1 who is disqualified from holding office;
- 26.1.2 who had previously retired or who had been obliged by this constitution to vacate office;
- 26.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if, without the vote of that Trustee and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.

- 26.2 Sub-clause (1) of this clause does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for sub-clause (1), the resolution would have been void, or if the Trustee has not complied with clause 25 (Conflicts of interests and conflicts of loyalties).

27 Delegation

- 27.1 The Trustees may delegate any of their powers or functions to a committee of two or more Trustees but the terms of any such delegation must be recorded in the minute book. Such a committee may have additional members who are not also Trustees.

- 27.2 The Trustees may impose conditions when delegating, including the conditions that:
- 27.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - 27.2.2 no expenditure may be incurred on behalf of the Forum except in accordance with a budget previously agreed with the Trustees.
- 27.3 The Trustees may revoke or alter a delegation.
- 27.4 All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

28 Irregularities in proceedings

- 28.1 Subject to sub-clause (2) of this clause, all acts done by a meeting of the Trustees, or of a committee of the Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:
- 28.1.1 who was disqualified from holding office;
 - 28.1.2 who had previously retired or who had been obliged by the constitution to vacate office;
 - 28.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;
- if, without:
- 28.1.4 the vote of that Trustee; and
 - 28.1.5 that Trustee being counted in the quorum,
- the decision has been made by a majority of the Trustees at a quorate meeting.
- 28.2 Sub-clause (1) of this clause does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of the Trustees if the resolution would otherwise have been void.
- 28.3 No resolution or act of:
- 28.3.1 the Trustees; or
 - 28.3.2 any committee of the Trustees; or
 - 28.3.3 the Forum in general meeting
- shall be invalidated by reason of the failure to give notice to any Trustee or Member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a Member or the beneficiaries of the Forum.

29 Minutes

- 29.1 The Trustees must keep minutes of all:
- 29.1.1 appointments of officers and other Trustees made by the Trustees;
 - 29.1.2 proceedings at meetings of the Forum;
 - 29.1.3 meetings of the Trustees and committees of the Trustees including:
 - 29.13.1 the names of the Trustees present at the meeting;

29.1.3.2 the decisions made at the meetings; and

29.1.3.3 where appropriate the reasons for the decisions.

30 Accounts, Annual Report, Annual Return

30.1 The Trustees must comply with their obligations under the Charities Act 2011 with regard to:

30.1.1 the keeping of accounting records for the Forum;

30.1.2 the preparation of annual statements of account for the Forum;

30.1.3 the transmission of the statements of account to the Commission;

30.1.4 the preparation of an Annual Report and its transmission to the Commission;

30.1.5 the preparation of an Annual Return and its transmission to the Commission.

30.2 The Forum must supply to The Trust such information about its membership as The Trust may require.

31 Registered particulars

31.1 The Trustees must notify the Commission promptly of any changes which would require the Forum's entry on the Central Register of Charities to be amended.

32 Property

32.1 The Trustees must ensure the title to:

32.1.1 all land held by or in trust for the Forum that is not vested in the Official Custodian of Charities; and

32.1.2 all investments held by or on behalf of the Forum, are vested either in a corporation entitled to act as custodian trustee or in not less than three individuals appointed by the Trustees as holding trustees.

32.2 The terms of the appointment of any holding trustees must provide that they may act only in accordance with lawful directions of the Trustees and that if they do so they will not be liable for the acts and defaults of the Trustees or of the Members.

The Trustees may remove the holding trustees at any time.

33 Repair and Insurance

33.1 The Trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Forum (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer's liability.

34 Notices

34.1 Any notice required by this constitution to be given to or by any person must be:

- 34.1.1 in writing; or
- 34.1.2 given using electronic communications.
- 34.2 The Forum may give any notice to a Member and Trustees either:
 - 34.2.1 personally; or
 - 34.2.2 by sending it by post in a prepaid envelope to the Member's and Trustees' or their Network's address; or
 - 34.2.3 by leaving it at the Member's and Trustees' or their Network's address; or
 - 34.2.4 by electronic means, for example by email to such email address as may be notified to the Forum by the relevant Member.
- 34.3 A Trustee who is present in person at any meeting of the Forum shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 34.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 34.5 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- 34.6 A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

35 Rules

- 35.1 The Trustees may from time to time make rules or bye-laws for the conduct of their business.
- 35.2 The bye-laws may regulate the following matters but are not restricted to them:
 - 35.2.1 the admission of Members and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
 - 35.2.2 the conduct of Trustees in relation to one another, and to the Forum's volunteers (if any);
 - 35.2.3 the setting aside of the whole or any part or parts of the Forum's premises at any particular time or times or for any particular purpose or purposes;
 - 35.2.4 the procedure at general meetings, other meetings and meetings of the Trustees in so far as such procedure is not regulated by this constitution;
 - 35.2.5 the keeping and authenticating of records. (If regulations made under this clause permit records of the Forum to be kept in electronic form and require a Trustee to sign the record, such regulations must specify a method of recording the signature that enables it to be properly authenticated); and
 - 35.2.6 generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.
- 35.3 The Forum in general meeting has the power to alter, add to or repeal the rules.
- 35.4 The Trustees must adopt such means as they think sufficient to bring the rules to the notice of Members of the Forum.
- 35.5 The rules shall be binding on all Members. No rule shall be inconsistent with, or shall affect or repeal anything contained in, this constitution.

36 Disputes

- 36.1 If a dispute arises between Members or Trustees about the validity or propriety of anything done by a Member or Trustee under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.
- 36.2 If The Trust serves a notice in writing on the Forum requiring the Charity to change its name, to remove the words “University of the Third Age” or “u3a” from its name, the Trustees will ensure that such resolution is passed within 28 days.

37 Interpretation

In this constitution ‘connected person’ means, in respect of a Trustee:

- 37.1 a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- 37.2 the spouse or civil partner of the Trustee or of any person falling within sub-clause (1) above;
- 37.3 a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (1) or (2) above;
- 37.4 an institution which is controlled -
 - 37.4.1 by the Trustee or any connected person falling within sub-clause (1), (2), or (3) above; or
 - 37.4.2 by two or more persons falling within sub-clause (4)(a), when taken together;
- 37.5 a body corporate in which:-
 - 37.5.1 the Trustee or any connected person falling within sub- clauses (1) to (3) has a substantial interest; or
 - 37.5.2 two or more persons falling within sub-clause 5(a) who, when taken together, have a substantial interest.
- 37.6 Sections 350 - 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this clause.

38 Validation

- 38.1 This constitution supersedes previous constitutions of the Forum on the date of validation.
- 39. This constitution was approved and accepted for the Forum, at a Trustee Meeting, on 27-03-2023 and following approvals by the Third Age Trust on 13-06-2023 and The Charity Commission on 15-06-2023, further confirmed at a Special General Meeting on 17-07-2023.

Names and Signatures of Trustees

Method for incorporating names and signatures to be confirmed

.....
.....
.....

.....

.....

.....

.....