



**U3a Network Model Constitution 2019
dated 21 September 2021**

**CONSTITUTION OF THE CHARITY NAMED BELOW (HEREINAFTER CALLED "THE NETWORK")
AN UNINCORPORATED MEMBERS ASSOCIATION, AND AN AFFILIATE OF THE THIRD AGE
TRUST.**

**THIS IS A CHARITY IN ENGLAND AND WALES.
Registered Charity Number (to be applied for)**

PART 1

1. Adoption of the constitution

1.1. The Network and its property will be administered and managed in accordance with the provisions in Parts 1 and 2 of this constitution.

2. Name

2.1 The network's name is Yorkshire and the Humber region; it is a Network of u3as in Yorkshire and the Humber region (the "Network Area").

2.2 It is an affiliate of The Third Age Trust (herein after referred to as 'The Trust') (Registered Charity Number 288007).

2.3 For the avoidance of doubt, the Network is an affiliate of and not a member of the Trust and has signed an Affiliation Agreement with the Trust.

3. Object

3.1. The Network's object 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 Network Area.

This will be mainly undertaken by providing support and assistance to the University of the Third Age organisations [u3as] in the Network Area.

4. Application of income and property

4.1. The income and property of the Network shall be applied solely towards the promotion of the Object.

4.2. A Network charity trustee is entitled to be reimbursed from the property of the Network or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Network.

- 4.3. A Network charity 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 Network may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any individual person that is a member of the Network. This does not prevent an individual member who is not also a trustee from receiving:
- (a) a benefit from the Network in the capacity of a beneficiary of the Charity;
 - (b) reasonable and proper remuneration for any goods or services supplied to the Network.

5. Benefits and payments to Network Charity trustees and connected persons

5.1. General provisions.

No Network Charity trustee or connected person may:

- (a) buy or receive any goods or services from the network on terms preferential to those applicable to members of the public;
- (b) sell goods, services or any interest in land to the Network;
- (c) be employed by, or receive any remuneration from, the Network;
- (d) receive any other financial benefit from the Network;

unless the payment is permitted by sub-clause (2) of this clause, or 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.

- (a) A Network Charity trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that it is available generally to the beneficiaries of the Charity.
- (b) A Network Charity 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 Charity where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011.
- (c) A Network Charity trustee or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (d) A Network Charity 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 Charity 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 Network the trustees will remain in office as Network Charity trustees and be responsible for winding up the affairs of the Network Charity in accordance with this clause.
- 6.2. The trustees must collect in all the assets of the Network Charity and must pay or make provision for all the liabilities of the Network Charity.
- 6.3. The trustees must apply any remaining property or money:
 - (a) directly for the Object;
 - (b) by transfer to The Trust or to the u3a members of the Network Charity (in such proportions as the members shall agree) provided that such U3A members are themselves charities with charitable purposes the same as, or similar to, the Charity;
 - (c) in such other manner as the Charity Commission for England and Wales ('the Commission') may approve in writing in advance.
- 6.4. The members of the Network may pass a resolution before or at the same time as the resolution to dissolve the Charity specifying the manner in which the trustees are to apply the remaining property or assets of the Network Charity and the trustees must comply with the resolution if it is consistent with paragraphs (a) - (c) inclusive in sub-clause (3) above.
- 6.5. In **no** circumstances shall the net assets of the Network Charity be paid to or distributed among individual u3a members of the member u3a.
- 6.6. The trustees must notify both the Commission and The Trust promptly that the Network Charity has been dissolved. If the trustees are obliged to send the Network Charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Network Charity's final accounts.
- 6.7. The Network Charity 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 Network Charity may amend any provision contained in Part 1 of this constitution provided that:
 - (a) the prior written consent of The Trust has been obtained;
 - (b) no amendment may be made that would have the effect of making the Network Charity cease to be a charity at law;
 - (c) no amendment may be made to alter the Object if the change would undermine or work against the previous objects of the Network Charity;

- (d) no amendment may be made to clause 3 (Object), 4 (Application of income and property), clause 5 (Benefits and payments to Charity trustees and connected persons), clause 6 (Dissolution) or this clause without the prior consent in writing of the Commission and The Trust;
 - (e) any resolution to amend a provision of Part 1 of this constitution is passed by not less than two thirds of the members present and voting at a general meeting;
- 7.2. Any provision contained in Part 2 of this constitution may be amended, provided that
- (a) the prior written consent of The Trust has been obtained; and
 - (b) 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 Charity has the following aims
- (a) To support the exchange of experience and knowledge amongst member u3as.
 - (b) To support the exchange of experience and knowledge between member u3as and the Trust.
 - (c) To encourage and support u3a growth and development activities in the Network Area.
 - (d) To reinforce and support the overall aims and objectives of the u3a movement and the Trust.
 - (e) To promote the diversity of membership of all u3as in the Network Area.
 - (f) To provide a forum in which all u3as in the Network Area have the opportunity to liaise with each other and with the Trust.
 - (g) To assist the Trust by facilitating the election of the Regional Trustee and supporting the work of the Regional Trustee.
 - (h) To promote effective communications and act as a focal point of contact and information about u3a activities in the Network Area.
 - (i) To ensure that links are forged and expanded with educational, Third Age, and other relevant organisations for the benefit of all u3as in the Network Area and their members, and to ensure a strong representation of the u3a movement in the Network Area.
 - (j) To assist development activities by working with the Regional Trustee, Trust staff, and specially trained u3a volunteers, as appropriate, for the formation and support of new or potential u3as in the Network Area.

- (k) To encourage or instigate joint events and other activities that improve the efficiency and effectiveness of u3as in the Network Area and enhance the u3a experience of their members.
- (l) To publicise events and activities of the Trust, the Charity, individual U3As in the Network Area and local u3a Groupings, for the benefit of u3as and their members in the Network Area.
- (m) To report regularly to and consult with member u3as.

9. Membership

- 9.1. Membership of the Network Charity is open to all u3as in the Network Area provided that they:
 - (a) agree to abide by this constitution;
 - (b) agree to abide by any conditions properly imposed by the trustees;
 - (c) pay the membership fees as set by the trustees from time to time.
- 9.2. For the avoidance of doubt, membership is only open to u3as [represented by a duly authorised member acting on behalf of the u3a] and no individual may be a member of the Network Charity.
- 9.3. The trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Network Charity to refuse the application.
- 9.4. The trustees must inform the applicant u3a in writing of the reasons for the refusal within twenty-one days of the decision.
- 9.5. The trustees must consider any written representations the applicant u3a may make about the decision. The trustees' decision following any written representations must be notified to the applicant u3a in writing but shall be final.
- 9.6. Membership is not transferable.
- 9.7. The trustees must keep a register of names and contact details of each member u3a, and their duly authorised representative(s) appointed in accordance with clause 17.

10. Termination of membership

Membership is terminated if:

- 10.1. the member u3a ceases to exist;
- 10.2. the member u3a resigns by written notice to the Network Charity unless, after the resignation, there would be less than two members;
- 10.3. the member u3a is removed from membership by a resolution of the trustees that it is in the best interests of the Network Charity that the membership be terminated. A resolution to remove a u3a from membership may only be passed if:

- (a) annual membership or any sum properly due to the Network Charity are unpaid for a period of six months after the due date; or
- (b) 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 Network Charity; and
- (c) the appropriate steps have been taken according to the Network Charity's or The Trust's procedures.

11. General meetings

- 11.1. The Network Charity must hold a general meeting within twelve months of the date of the adoption of this constitution, unless this constitution replaces an earlier constitution in which case sub-clause 11.2 applies.
- 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 Network trustees may call a special general meeting at any time.
- 11.5. The Network trustees must call a special general meeting if requested to do so in writing by at least five u3a authorised representative members or one tenth of the number of u3a authorised representative membership, whichever is the greater. The request must state the nature of the business that is to be discussed. If the Network trustees fail to hold the meeting within twenty-eight days of the request, the authorised representative members may proceed to call a special general meeting but in doing so they must comply with the provisions of this constitution.
- 11.6. A general meeting (whether an annual general meeting or a special general meeting) may be held that allows attendance in person or by suitable electronic means agreed by the trustees in which each participant may communicate with all the other participants either directly or through the Chair. Where the trustees determine that a general meeting is to be held using electronic means pursuant to this clause 11.6, such determination shall be set out in the notice of general meeting sent to members, together with details of how a member may participate in such meeting.
- 11.7. Where the committee determines that a general meeting is to be held by electronic means only such determination shall be set out in the notice of general meeting sent to members, along with an explanation of the exceptional circumstances which require the general meeting to be held by electronic means only.
- 11.8. For the purposes of this clause "exceptional circumstances" means circumstances which in the reasonable opinion of the committee render it impossible to hold an effective general meeting in person or by a combination of meeting in person and through electronic means.

- 11.9. 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 members to attend electronically if they so wish, and in such circumstances both members physically present in person and members present by electronic means will be considered present in person and will count towards the quorum for the relevant meeting.
- 11.10. If the meeting is to be held solely by electronic means pursuant to clause 11.7 the place of the meeting shall be deemed to be the charity's registered office address.
- 11.11. Proceedings at a general meeting held by electronic means pursuant to clause 11.7 or a physical meeting at which procedures are put in place to allow members to attend electronically pursuant to clause 11(6) will not be invalidated due to technical issues which prohibit members from joining such meetings electronically, so long as a sufficient number of members to form a quorum under clause 13.2 is able to join the meeting successfully.

12. Notice

- 12.1. If elections to the Network committee [Trustee Board] are required under this constitution, all u3as via their authorised representative members must be notified at least 28 clear days ahead of the election that nominations are requested and the closing date for the receipt of such nominations shall be at least 21 clear days after this notice is given.
- 12.2. If a resolution requiring the consent of two-thirds of the authorised representative u3a members will be proposed at the general meeting then all members must be notified at least 21 clear days ahead of that meeting.
- 12.3. The minimum period of notice required to hold any general meeting of the Network Charity (other than to consider a resolution for which a two-thirds majority of the authorised representative members is needed) is fourteen clear days from the date on which the notice is deemed to have been given.
- 12.4. A general meeting may be called by shorter notice, if it is so agreed by all the authorised representative members of u3as entitled to attend and vote.
- 12.5. 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.
- 12.6. The notice must be given to all the authorised representative members of u3as and to the Network trustees.

13. Quorum

- 13.1. No business shall be transacted at any general meeting unless a quorum is present.
- 13.2. A quorum is:

- (a) five authorised representative members of u3as entitled to vote upon the business to be conducted at the meeting; or
 - (b) one tenth of the total authorised representative of u3as membership at the time, whichever is the greater.
- 13.3. Only one authorised representative of a member u3a who is present at the meeting shall be counted in the quorum.
- 13.4. 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.
- 13.5. The Network 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.
- 13.6. If no quorum is present at the re-convened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.

14. Chair

- 14.1. General meetings shall be chaired by the person who has been elected as Chair.
- 14.2. If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Network trustee nominated by the Network trustees shall chair the meeting.
- 14.3. If there is only one Network trustee present and willing to act, he or she shall chair the meeting.
- 14.4. If no Network trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the authorised representative of u3a members present and entitled to vote must choose one of their number to chair the meeting.

15. Adjournments

- 15.1. The authorised representative members present at a meeting may resolve that the meeting shall be adjourned.
- 15.2. The person who is chairing the meeting must decide the date time and place at which meeting is to be re-convened unless those details are specified in the resolution.
- 15.3. 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.
- 15.4. If a meeting is adjourned by a resolution of the authorised representative members 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.

16. Votes

16.1. Each member u3a shall have one vote which shall be exercised by their authorised representative 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.

16.2. (a) by proxy

A member u3a may appoint a proxy to attend a general meeting and vote on his or her behalf in accordance with clause 16.2.

(b) electronic balloting

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 members 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.

Proxies

(1) Proxies may only be validly appointed by notice in writing (a Proxy Notice) which:

(a) states the name and address of the member appointing the proxy;

(b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by the member appointing the proxy, or is authenticated in such manner as the trustees may determine; and

(d) is delivered to the charity in accordance with clause 16.2.

(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.

16.3. A resolution in writing signed on behalf of each member u3a by its authorised representative 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 or on behalf of one or more member U3As via by their authorised representative.

17. Representatives of Member bodies

17.1. Any u3a that is a member of the Network Charity may nominate up to two persons to attend any meeting of the Network Charity, one of which shall act as its authorised representative for the purpose of any votes.

- 17.2. The u3a member must give written or electronically sent notice to the Network Charity of the name of its officers together with any other person(s) nominated to be their representative. Nominees shall not be entitled to represent the U3A at any meeting unless the notice has been received by the Network Charity. Nominees may continue to represent the member u3a until written notice to the contrary is received by the Network Charity.
- 17.3. Any written or electronically sent notice given to the Network Charity by the u3a member will be conclusive evidence that nominees are entitled to represent the u3a or that their authority has been revoked. The Network Charity shall not be required to consider whether nominees have been properly appointed by the u3a.

18. Officers and trustees

- 18.1. The Network Charity and its property shall be managed and administered by a committee comprising the officers and other members elected in accordance with this constitution. The officers and other members of the committee shall be the trustees of the Network Charity and in this constitution are together called 'the trustees'.
- 18.2. In addition to the trustees, the Trust's Regional Trustee may be in attendance at meetings of both the committee and/or the Charity.
- 18.3. The Charity should have the following officers (who will each represent a different u3a member charity):
 - (a) a chair,
 - (b) a vice chair,
 - (c) a secretary, and
 - (d) a treasurer.
- 18.4. Every trustee must be a member of a u3a that is a member of the Network Charity.
- 18.5. No one may be appointed a trustee if he or she would be disqualified from acting under the provisions of clause 21.
- 18.6. The number of trustees shall be not less than four and not more than twelve.
- 18.7. Transitional arrangements for election or selection of trustees of a new Network Charity.
 - (a) The first trustees of a new Network Charity (including officers) shall be those persons acting as a steering group at the conclusion of the meeting at which this constitution is adopted. At any time up till the first annual general meeting the existing trustees may co-opt additional trustees up to the maximum number specified in sub-clause 18.6 The first trustees will serve until the first annual general meeting when all will retire but be eligible for nomination and subsequent election.

- (b) Upon adoption of this constitution the Network Charity will continue with the terms of membership for those trustees eligible to continue as trustees under the Network Charity's previous constitution with the proviso that all and any transitional arrangements end before the third annual general meeting after this constitution is adopted.
- 18.8. 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.
- 18.9. 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:
 - (a) Chair and Vice-Chair - 3 years
 - (b) All other roles, including ordinary trustees - 6 years
- 18.10. All trustees shall be elected annually but may be re-elected subject to the provisions in clauses 18.8 to 18.9.
- 18.11. A trustee may not appoint anyone to act on his or her behalf at meetings of the trustees.

19. Appointment of trustees

- 19.1. The Network Charity at each annual general meeting shall elect up to 12 trustees (including officers) from among the authorised representatives of the Members. If a member u3a's authorised representative is elected to be a trustee of the Charity, that member u3a may nominate an alternative authorised representative.
- 19.2. The elected trustees may, at any time, co-opt up to 3 trustees until the next annual general meeting and may reappoint such co-opted trustees for one additional period which may not extend beyond the following annual general meeting or be excluded by clauses 18.8 to 18.9 whichever is the sooner.
- 19.3. The officers will normally be elected directly by the annual general meeting.
- 19.4. No-one may be elected a trustee or an officer at any annual general meeting unless prior to the meeting the Charity is given a notice that:
 - (a) is signed by a member proposing a candidate for a specified role who is entitled to vote at the meeting;
 - (b) is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 19.5. In the event of a casual vacancy among elected or co-opted charity trustees, the charity trustees may appoint a person who is willing to act to be a charity trustee. A charity trustee so appointed shall hold office only until the next annual general meeting.
- 19.6. The appointment of a trustee, whether by the Charity in general meeting or by the other trustees, must not cause the number of trustees to exceed the number fixed in accordance with clause 18.6 of this constitution.

19.7. The trustees may not appoint a person to be an officer if a person has already been elected or appointed to that office and has not vacated the office.

20. Powers of trustees

20.1. 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):

- (a) to raise funds for the Network Charity 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;
- (b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (c) to sell, lease or otherwise dispose of all or any part of the property belonging to the charity. In exercising this power, the trustees must comply as appropriate with sections 117 - 122 of the Charities Act 2011;
- (d) 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;
- (e) 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 member u3as, other u3a networks, and The Trust;
- (f) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Object;
- (g) to promote and foster the exchange of experiences, expertise and resources across all member u3as within the Network Area;
- (h) organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures, research and other educational activities;
- (i) to enter into any partnership or joint venture arrangement with any other charity formed for any of the objects or with any other u3a;
- (j) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (k) to obtain and pay for such goods and services as are necessary for carrying out the work of the Network Charity;
- (l) to open and operate such bank and other accounts as the trustees consider necessary;
- (m) to do all such other lawful things as are necessary for the achievement of the Object and aims.

20.2. No alteration of this constitution or any special resolution shall have retrospective effect to invalidate any prior act of the trustees.

20.3. 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.

21. Disqualification and removal of trustees

21.1. A trustee shall cease to hold office if he or she:

- (a) 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);
- (b) ceases to be a member of a u3a that is a member of the Charity;
- (c) in the written opinion, given to the Network Charity, 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;
- (d) resigns as a trustee by notice to the Network Charity (but only if at least five trustees will remain in office when the notice of resignation is to take effect); or
- (e) 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.

22. Proceedings of trustees

- 22.1. The trustees may regulate their proceedings as they think fit, subject to the provisions of this constitution.
- 22.2. Any trustee may call a meeting of the trustees provided reasonable notice is given.
- 22.3. 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.
- 22.4. The secretary must call a meeting of the trustees if requested to do so by a trustee.
- 22.5. Questions arising at a meeting must be decided by a majority of votes.
- 22.6. In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.
- 22.7. 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.
- 22.8. The quorum shall be three or the number nearest to two-thirds of the total number of trustees, whichever is the greater or such larger number as may be decided from time to time by the trustees.

- 22.9. 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.
- 22.10. If the number of trustees is less than the number fixed as the quorum, the continuing trustees or trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 22.11. The person elected as the Chair shall chair meetings of the trustees.
- 22.12. 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.
- 22.13. 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.
- 22.14. 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.
- 22.15. The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more trustees.

23. Conflicts of interests and conflicts of loyalties

- 23.1. A Network Charity trustee must:
 - (a) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Network Charity or in any transaction or arrangement entered into by the Network Charity which has not been previously declared; and
 - (b) absent himself or herself from any discussions of the Network Charity trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Network Charity and any personal interest (including but not limited to any personal financial interest).
- 23.2. Any Network Charity 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 Network Charity trustees on the matter.

24. Saving provisions

- 24.1. Subject to sub-clause (2) of this clause, all decisions of the Network Charity trustees, or of a committee of the Network Charity trustees, shall be valid notwithstanding the participation in any vote of a Charity trustee:
 - (a) who is disqualified from holding office;
 - (b) who had previously retired or who had been obliged by this constitution to vacate office;

- (c) 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 Network Charity trustee and that Network Charity trustee being counted in the quorum, the decision has been made by a majority of the Network Charity trustees at a quorate meeting.

- 24.2. Sub-clause (1) of this clause does not permit a Network Charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the Charity trustees or of a committee of Network Charity trustees if, but for sub-clause (1), the resolution would have been void, or if the Network Charity trustee has not complied with clause 23 (Conflicts of interests and conflicts of loyalties).

25. Delegation

- 25.1. The Network 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 Network trustees.
- 25.2. The Network trustees may impose conditions when delegating, including the conditions that:
 - (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - (b) no expenditure may be incurred on behalf of the Network Charity except in accordance with a budget previously agreed with the Network trustees.
- 25.3. The Network trustees may revoke or alter a delegation.
- 25.4. All acts and proceedings of any committees must be fully and promptly reported to the Network trustees.

26. Irregularities in proceedings

- 26.1. Subject to sub-clause (2) of this clause, all acts done by a meeting of Network Trustees, or of a committee of the Network Trustees, shall be valid notwithstanding the participation in any vote of a Network trustee:
 - (a) who was disqualified from holding office;
 - (b) who had previously retired or who had been obliged by the constitution to vacate office;
 - (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if, without:

- (d) the vote of that Network trustee; and
- (e) that Network 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 Network trustee to keep any benefit that may be conferred upon him or her by a resolution of the Network trustees or of a committee of the Network trustees if the resolution would otherwise have been void.

26.3. No resolution or act of

- (a) the Network trustees or
- (b) any committee of the Network trustees or
- (c) the Network Charity in general meeting

shall be invalidated by reason of the failure to give notice to any Network trustee or authorised 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 Network Charity.

27. Minutes

The Network trustees must keep minutes of all:

27.1. appointments of officers and other trustees made by the Network trustees;

27.2. proceedings at meetings of the Network Charity;

27.3. meetings of the Network trustees and committees of the Network trustees including:

- (a) the names of the Network trustees present at the meeting;
- (b) the decisions made at the meetings; and
- (c) where appropriate the reasons for the decisions.

28. Accounts, Annual Report, Annual Return

28.1. The Network trustees must comply with their obligations under the Charities Act 2011 with regard to:

- (a) the keeping of accounting records for the Network Charity;
- (b) the preparation of annual statements of account for the Network Charity;
- (c) the transmission of the statements of account to the Commission;
- (d) the preparation of an Annual Report and its transmission to the Commission;
- (e) the preparation of an Annual Return and its transmission to the Commission.

28.2. The Network Charity must supply to The Trust such information about its membership as The Trust may require.

29. Registered particulars

- 29.1. The trustees must notify the Commission promptly of any changes to the Network Charity's entry on the Central Register of Charities.

30. Property

- 30.1. The Network trustees must ensure the title to :
- 30.2. all land held by or in trust for the Network Charity that is not vested in the Official Custodian of Charities; and
- 30.3. all investments held by or on behalf of the Network Charity, are vested either in a corporation entitled to act as custodian trustee or in not less than three individuals appointed by the trustees of the Network Charity as holding trustees.
- 30.4. The terms of the appointment of any holding trustees must provide that they may act only in accordance with lawful directions of the Network trustees and that if they do so they will not be liable for the acts and defaults of the Network trustees or of the member u3as of the Network Charity.
- 30.5. The Network trustees may remove the holding trustees at any time.

31. Repair and insurance

- 31.1. The Network trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Network Charity (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.

32. Notices

- 32.1. Any notice required by this constitution to be given to or by any person must be:
- (a) in writing; or
 - (b) given using electronic communications.
- 32.2. The Network Charity may give any notice to a member u3a either:
- (a) personally to an officer or other authorised representative; or
 - (b) by sending it by post in a prepaid envelope to the member u3a's address;
or
 - (c) by leaving it at the member u3a's address; or
 - (d) by giving it using electronic communications to an officer or other authorised representative of the member u3a.
- 32.3. A member which does not register an address for post or for electronic communication with the Network Charity or who registers only a postal address that is not within the United Kingdom, the Isle of Man or the Channel Islands shall not be entitled to receive any notice from the Network Charity.

- 32.4. A member whose representative present in person at any meeting of the Network Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 32.5. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 32.6. 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.
- 32.7. 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.

33. Rules

- 33.1. The Network trustees may from time to time make rules or bye-laws for the conduct of their business.
- 33.2. The bye-laws may regulate the following matters but are not restricted to them:
 - (a) the admission of members of the Network Charity and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
 - (b) the conduct of members of the Network Charity in relation to one another, and to the Charity's volunteers;
 - (c) the setting aside of the whole or any part or parts of the Network Charity's premises at any particular time or times or for any particular purpose or purposes;
 - (d) the procedure at general meetings, other meetings and meetings of the trustees in so far as such procedure is not regulated by this constitution;
 - (e) the keeping and authenticating of records. (If regulations made under this clause permit records of the Network Charity to be kept in electronic form and requires a Network trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)
 - (f) generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.
- 33.3. The Network Charity in general meeting has the power to alter, add to or repeal the rules or bye-laws.
- 33.4. The Network trustees must adopt such means as they think sufficient to bring the rules and bye-laws to the notice of members of the Network Charity.
- 33.5. The rules or bye-laws shall be binding on all members of the Network Charity. No rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, this constitution.

34. Disputes

- 34.1. If a dispute arises between member u3as of the Network Charity about the validity or propriety of anything done by the members 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.
- 34.2. If the Trust serves a notice in writing on the Network Charity requiring the Charity to change its name, to remove the words University of the Third Age or u3a from its name, the Network Committee will ensure that such resolution is passed within 28 days.

35. Interpretation

In this constitution 'connected person' means:

- 35.1. a child, parent, grandchild, grandparent, brother or sister of the trustee;
- 35.2. the spouse or civil partner of the trustee or of any person falling within sub-clause (1) above;
- 35.3. a person carrying on business in partnership with the Network trustee or with any person falling within sub-clause (1) or (2) above;
- 35.4. an institution which is controlled -
 - (a) by the Network trustee or any connected person falling within sub-clause (1), (2), or (3) above; or
 - (b) by two or more persons falling within sub-clause (4)(a), when taken together;
- 35.5. a body corporate in which:-
 - (a) the Network Charity trustee or any connected person falling within sub-clauses (1) to (3) has a substantial interest; or
 - (b) two or more persons falling within sub-clause 5(a) who, when taken together, have a substantial interest.
- 35.6. Sections 350 - 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this clause.

36. VALIDATION

- 36.1. This constitution supersedes previous constitutions of the Network Charity on the date of validation.
37. This constitution was validated and adopted for the Network Charity, at an annual general meeting, by its trustees on _____ (date).

Names and Signatures of Trustees

Michael Richings.....

Patricia Collard.....

Hazel Ward.....

Heather Turner.....

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