

THE THIRD AGE TRUST



THE UNIVERSITY OF THE THIRD AGE

The Companies Act 1985

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM
OF ASSOCIATION OF
THE THIRD AGE TRUST

Company No. **1759471**

*as approved by General Meeting
on 6 June 1989*

1. The name of the company (hereinafter referred to as “the Trust”) is The Third Age Trust.
2. The Registered Office of the Trust will be situated in England and Wales.
3. The objects of the Trust are the advancement of education, and in particular the education of middle-aged and older people who are not in full-time gainful employment.
4. In furtherance of the above but not otherwise, the Trust shall have the following powers:
 - (a) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Trust may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Trust may think necessary for the promotion of its objects;
 - (b) To publish books, pamphlets, reports, leaflets, journals, films and instructional matter;
 - (c) To purchase or otherwise acquire or found and to carry on schools and training courses, and to run lectures, seminars, conferences and courses;
 - (d) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the objects of the Trust or any of them and to hold funds in trust for same;
 - (e) Subject to such consents, if any, as may be required by law, to borrow or raise money for the Trust on such terms and on such security as may be thought fit;
 - (f) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Trust or calculated to further its objects;
 - (g) To undertake and execute any charitable trusts which may be lawfully undertaken by the Trust and may be necessary to its objects;
 - (h) To invest the monies of the Trust not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also as hereinafter provided;
 - (i) To sell, improve, develop, exchange, let on rent, royalty or otherwise, and in any manner deal with or dispose of all or any of the property and assets for the time being of the Trust subject to the provisions of this clause 4 and of clause 5;
 - (j) To engage or employ such personnel (whether as employees, consultants, advisers or however) as may be requisite to the promotion of the objects of the Trust;

- (k) To insure and arrange insurance cover for and to indemnify its officers, staff, voluntary workers, local branches and their members from and against all such risks incurred in the course of their duties as may be thought fit;
- (l) To open and operate bank accounts and other facilities for banking;
- (m) To bring together in conference representatives of voluntary organisations, Government departments, statutory authorities and individuals;
- (n) To establish local branches where appropriate;
- (o) To encourage and assist in the formation and operation of area or regional groupings of member organisations;
- (p) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them;

PROVIDED THAT:

- (1) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
 - (2) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Trust shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property that may come into their hands the Board of Directors of the Trust (hereinafter referred to as the "Executive Committee") shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as such Executive Committee of the Trust would have been if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Executive Committee but they shall, as regards such property, be subject jointly and separately to such control and authority as if the Trust were not incorporated.
 - (3) The objects and the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
5. The income and property of the Trust from whatsoever source derived shall be applied solely towards the promotion of its objects set forth in this Memorandum of Association, and no portion thereof shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever, by way of profit to the members of the Trust and no member of its Executive Committee shall be appointed to any office of the Trust paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Trust.

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Trust:

- (a) Of reasonable and proper remuneration to any officer or servant of the Trust (not being a member of its Executive Committee) for any services rendered to the Trust;
 - (b) Of interest on money lent by any member of the Trust (or of its Executive Committee) at a rate per annum not exceeding 2 per cent less than the lending rate for the time being prescribed by the Trust's bankers or 3 per cent, whichever is the greater;
 - (c) Of reasonable and proper rent for premises demised or let by any member of the Trust (or of its Executive Committee);
 - (d) Of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Executive Committee may be a member holding not more than 1/100th part of the capital of the company; and
 - (e) To any member of the Executive Committee in respect of reasonable out-of-pocket expenses.
6. The liability of the members of the Trust is limited.
7. Every member of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up during the time that member is a member, or within one year afterwards, for the payments of the debts and liabilities of the Trust contracted before the time at which that member ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding £1.00.
8. In the event of the winding up or dissolution of the Trust, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Trust, but shall be transferred in the furtherance of the aforementioned objects to some other charitable institution or institutions having objects similar to or compatible with any of the objects of the Trust, and prohibiting the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Trust under or by virtue of Clause 5 hereof, as may be determined by the Executive Committee at or before the time of dissolution, and if and so far as effect cannot be given to such provisions then to some other charitable object.
9. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Trust to cease to be a charity in law or as shall cause the Trust to become a company to which section 30 of the Companies Act 1985 does not apply.