

**THE COMPANIES ACT 2006**  
**COMPANY NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
**OF**

**EDGWARE AND HENDON REFORM SYNAGOGUE**

(Adopted by Special Resolution passed on 2024)

**1. NAME**

1.1 The company's name is Edgware and Hendon Reform Synagogue (and in this document it is called the "Synagogue").

**2. INTERPRETATION**

2.1 In these Articles:

"Address" means a postal address or for the purposes of electronic communication, a fax number, an e-mail or postal address in each case registered with the Synagogue;

"the Articles" means the Synagogue's articles of association;

"a Beneficiary of the Synagogue" is a person who in the normal course of participating as a Congregant of the Synagogue receives a service or benefit from the Synagogue on terms generally available to Congregants;

"the Board" means the Trustees for the time being;

"Bye Laws" means the bye-laws defined in Article 45.1 as amended from time to time;

"the Chairman" means the person elected to chair meetings of the Board, general meetings of the Synagogue and general meetings of the Congregants;

"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;

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

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Synagogue;

"Company" means the company intended to be regulated by these Articles;

"Congregant" a person of the Jewish Faith who is admitted as a Congregant of the Synagogue in accordance with the Bye Laws. For the avoidance of doubt a person admitted as a Congregant shall not by reason of such admission be a Member;

"Connected Person" in relation to a Trustee means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled:
  - (i) by the Trustee or any connected person falling within sub-clause (a), (b) or (c) above; or
  - (ii) by two or more persons falling within sub-clause (d)(i), when taken together;
- (e) a body corporate in which:
  - (i) the Trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
  - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest;

Sections 350-352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this part of this Article;

"Co-opted Trustee" means a person described as such in Article 26.4;

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

"EDRS" means Edgware & District Reform Synagogue of 118 Stonegrove Edgware Middlesex HA8 8AB (registered charity no 1038116);

"EDRS Member" means a member of EDRS immediately prior to the Effective Date;

"EDRS Transfer" means the principal document by which the assets and liabilities of EDRS are transferred to the Synagogue;

"Elected Trustees" means the trustees elected in accordance with Article 26.1;

"Effective Date" means the effective date of the EDRS Transfer and the effective date of the HRS Transfer;

"Electronic Form" has the meaning given in section 1168 of the Companies Act 2006;

"Honorary Officers" means

(a) During the Initial Period: two Joint Chairmen two Joint Vice-chairmen two Joint Honorary Treasurers and two Joint Honorary Secretaries (of whom one of each shall be EDRS Members and one of each shall be HRS Members); and

(b) thereafter: a Chairman two Vice-Chairmen an Honorary Treasurer an Honorary Secretary and three other persons without portfolio;

"HRS" means Hendon Reform Synagogue of Danescroft Avenue Hendon London NW4 2NA (registered charity no 135296);

"HRS Member" means a member of HRS immediately prior to the Effective Date;

"HRS Transfer " means the principal document by which the assets and liabilities of HRS are transferred to the Synagogue;

"Initial Period" means the period commencing on the Effective Date and expiring at the Annual General Meeting of the Members for the year ending 31<sup>st</sup> October 2019;

"Member" means a member of the Synagogue as defined in these Articles and section 112 of the Companies Act 2006 and for all purposes of the Companies Acts;

"Member Undertaking" means the undertaking to be given to the Synagogue by a Member pursuant to Article 8.2;

"Movement for Reform Judaism" means the private company limited by guarantee with company registration number 07431950 and registered as a charity under number 1139806 or its successor entity;

"the Memorandum" means the Synagogue's Memorandum of Association;

"Ordinary Resolution" means a resolution passed by greater than a 50% majority of those present or by proxy who are entitled to vote at the meeting in question;

"the Seal" means the common seal of the Synagogue;

"Special Resolution" means a resolution passed by greater than a 75% majority of those present or by proxy who are entitled to vote at the meeting in question;

"the Synagogue" means the company intended to be regulated by these Articles;

"Transfers" means the EDRS Transfer and the HRS Transfer;

"Treasurer" means the person appointed to hold the position of Honorary Treasurer of the Synagogue;

"the Trustees" means the Directors of the Synagogue. The Trustees are charity Trustees as defined by Section 177 of the Charities Act 2011 and any reference to a Trustee shall be construed as referring to a Director in accordance with the Companies Acts;

"the United Kingdom" means Great Britain and Northern Ireland;

"Vice-Chairman" means the person appointed by the Board to hold such position.

- 2.2 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 2.3 Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when these Articles become binding on the Synagogue.
- 2.4 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

### **3. LIABILITY OF MEMBERS AND INDEMNITY**

- 3.1 The liability of the Members is limited to a sum not exceeding £1 being the amount that each Member undertakes to contribute to the assets of the Synagogue in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:
- 3.1.1 payment of the Synagogue's debts and liabilities incurred before he ceases to be a member;
  - 3.1.2 payment of the costs, charges and expenses of winding up;
  - 3.1.3 adjustment of the rights of the contributories among themselves;
- 3.2 Without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee of the Synagogue shall be indemnified out of the assets of the Synagogue in relation to any liability incurred by him in that capacity but only to the extent permitted by the Companies Acts.

### **4. OBJECTS**

The objects of the Synagogue ("Objects") are to advance the Jewish religion by the provision and maintenance of a synagogue for the purpose of public worship, education and religious instruction and for such other charitable purposes as the Board shall determine;

### **5. POWERS**

- 5.1 The Synagogue has power to do anything which is calculated to further its Objects or is conducive or identical to doing so. In particular, the Synagogue has power:
- 5.1.1 to raise funds. In doing so, the Synagogue must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
  - 5.1.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
  - 5.1.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Synagogue. In exercising this power, the Synagogue must comply as appropriate with sections 117 and 122 of the Charities Act 2011;
  - 5.1.4 to borrow money and to charge the whole or any part of the property belonging to the Synagogue as security for repayment of the money borrowed

or as security for a grant or the discharge of an obligation. The Synagogue must comply as appropriate with sections 124-126 of the Charities Act 2011 if it wishes to mortgage land;

- 5.1.5 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 5.1.6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 5.1.7 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- 5.1.8 to set aside income as a reserve against future expenditure;
- 5.1.9 to employ and remunerate such staff as are necessary for carrying out the work of the Synagogue and to make all reasonable provision for the payment of pensions and superannuation to or on behalf of such staff and their dependants. The Synagogue may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 6 (and where appropriate Article 7) and provided it complies with the conditions in those Articles;
- 5.1.10 to organise education and activity in connection with the Objects;
- 5.1.11 to publish in any form and by any method material in connection with the Objects;
- 5.1.12 to accept any gift of money, property or other assets;
- 5.1.13 to deposit or invest funds;
- 5.1.14 to employ a professional fund-manager;
- 5.1.15 to arrange for the investments or other property of the Synagogue to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 5.1.16 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 5.1.17 to pay out of the funds of the Synagogue the cost of forming and registering the Synagogue both as a company and as a charity; and
- 5.1.18 to accept and hold monies, property or other assets on special trusts within the Objects.

## **6. APPLICATION OF INCOME AND PROPERTY**

- 6.1 The income and property of the Synagogue shall be applied solely towards the promotion of the Objects.

## 6.2

- 6.2.1 A Trustee is entitled to be reimbursed from the property of the Synagogue reasonable expenses properly incurred by him when acting on behalf of the Synagogue.
- 6.2.2 A Trustee may benefit from trustee indemnity insurance cover purchased at the Synagogue's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.2.3 A Trustee may receive an indemnity from the Synagogue in the circumstances specified in Article 44.
- 6.2.4 A Trustee may not receive any other benefit or payment unless it is authorised by Article 7.

6.3 Subject to Article 7 none of the income or property of the Synagogue may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the Synagogue. This does not prevent a Member receiving:

- 6.3.1 a benefit from the Synagogue in his capacity as a Beneficiary of the Synagogue;
- 6.3.2 reasonable and proper remuneration for any goods or services supplied to the Synagogue.

## 7. **BENEFITS AND PAYMENT TO CHARITY TRUSTEES AND CONNECTED PERSONS**

7.1 No Trustee or Connected Person may:

- 7.1.1 buy any goods or services from the Synagogue on terms preferential to those applicable to members of the public;
- 7.1.2 sell goods, services, or any interest in land to the Synagogue on terms preferential to those applicable to members of the public;
- 7.1.3 be employed by, or receive any remuneration from, the Synagogue other than a person providing an additional service to the Synagogue other than in the capacity of a Trustee for which payment is not greater than at the rate of £2,000 per annum (or such higher sum as not less than 75% of the unconflicted Trustees shall reasonably consider appropriate). The number of such employees shall not exceed 25% of the total number of Trustee positions available (rounded down to the nearest whole number);
- 7.1.4 receive any other financial benefit from the Synagogue;

unless the payment is permitted by Article 7.2 or authorised as a matter of law or by the Commission;

In this Article 7 a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

## 7.2

- 7.2.1 A Trustee or Connected Person may receive a benefit from the Synagogue in the capacity of a Beneficiary of the Synagogue. The Trustee concerned must

withdraw from any meeting at which any proposal which may benefit the Trustee in a personal capacity is discussed.

- 7.2.2 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 Synagogue where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 7.2.3 A Trustee or Connected Person may receive interest on money lent to the Synagogue at a reasonable and proper rate.
- 7.2.4 A Trustee or Connected Person may receive rent for premises let by the Trustee or connected person to the Synagogue. The amount of the rent and the other terms of the lease must be reasonable.
- 7.2.5 A Trustee or Connected Person may take part in the normal trading and fundraising activities of the Synagogue on the same terms as members of the public.

### 7.3

- 7.3.1 The Synagogue and its Trustees may only rely upon the authority provided by Articles 6.3.2 and 7.1 and 7.2.1 to 7.2.4 (inclusive) if each of the following conditions is satisfied in relation to the relevant Trustee or Connected Person (the "Recipient"):
  - 7.3.1.1 The amount or maximum amount of the payment for the goods or services shall be set out in an agreement entered into between the Synagogue and/or its Trustees (as the case may be) and the Recipient;
  - 7.3.1.2 The other Trustees are satisfied that it is in the best interests of the Synagogue to contract with the Recipient rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so;
  - 7.3.1.3 The Recipient is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him with regard to the supply of goods or services to the Synagogue;
  - 7.3.1.4 The Recipient does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;
  - 7.3.1.5 The reason for their decision is recorded by the Trustees in the minute book;
  - 7.3.1.6 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 7.

7.3.1.7 If any employed (or formerly employed) Trustee brings or threatens any claim whatsoever against the Synagogue in any Court or Tribunal arising out of the employment or its termination including (but not limited to) a claim for compensation for unfair or wrongful dismissal, redundancy pay (other than statutory redundancy pay) or loss of office the Trustee concerned shall forthwith resign from office as a Trustee and shall not be re-appointed as a Trustee while such claim is pending.

7.4 In Articles **Error! Reference source not found.** and 7.3 "Synagogue" includes any company in which the Synagogue:

7.4.1 holds more than 50% of the shares; or

7.4.2 controls more than 50% of the voting rights attached to the shares; or

7.4.3 has the right to appoint one or more Trustees to the board of the Company.

## 8. **MEMBERS**

8.1 The subscribers to the memorandum are the first Members of the Synagogue.

8.2 The Trustees from time to time shall be the only Members of the Synagogue provided that after the Effective Date no person may be a Member unless he has executed and delivered to the Synagogue a Member's Undertaking in the form set out in the Appendix to vote at the general meetings in accordance with the provisions of Article 19 and to requisition a general meeting as provided in the Bye Laws.

8.3 A Trustee shall become a Member on becoming a Trustee, subject always Article 8.2.

8.4 Membership is not transferable.

8.5 The Trustees must keep a register of the names and addresses of the Members.

## 9. **TERMINATION OF MEMBERSHIP**

9.1 Membership is terminated if:

9.1.1 the Member dies;

9.1.2 the Member ceases to be a Trustee unless, after the resignation there would be less than two members in which case the resignation shall be effective when a replacement Member has been appointed;

9.1.3 the Member's Undertaking is breached; or

9.1.4 The Member ceases to be a Congregant.

## 10. **SUBSCRIPTIONS**

The annual contribution for Congregants shall be determined by the Congregants in general meeting from time to time. The annual contribution shall be payable on such terms as the Trustees decide. The Trustees shall have power to admit or continue as a Congregant on



such terms as they may think proper any person unable to pay the contribution at that time in force.

## 11. **GENERAL MEETINGS**

11.1 The Synagogue must hold its first annual meeting within eighteen months after the date of its incorporation.

11.2 An annual general meeting of Members must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.

11.3 The Trustees may call a general meeting at any time.

## 12. **NOTICE OF GENERAL MEETINGS**

12.1 The minimum periods of notice required to hold a general meeting of the Synagogue are:

12.1.1 twenty-one clear days for an annual general meeting or a general meeting called for the passing of a Special Resolution;

12.1.2 fourteen clear days for all other general meetings.

12.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

12.3 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. The notice must also contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act 2006 or Article 18.

12.4 The notice must be given to all the Members and to the Trustees and the external auditors.

13. The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Synagogue.

## 14. **PROCEEDINGS AT GENERAL MEETINGS - QUORUM**

14.1 No business shall be transacted at any general meeting unless a quorum is present.

14.2 Prior to the Effective date a quorum at any general meeting shall be three Members present in person or by proxy and entitled to vote upon the business to be conducted at the general meeting.

14.3 After the Effective Date a quorum at any general meeting shall be ten Members present in person or by proxy and entitled to vote upon the business to be conducted at the general meeting. During the Initial Period a meeting of the Board shall not be quorate unless at least three of the Members present are EDRS Members and at least three of the Members present are HRS Members.

14.4 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 Members shall determine. The Members must reconvene the

meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.

14.5 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person or by proxy at that time shall constitute the quorum for that meeting.

14.6 In order for the Synagogue to have effective governance and administration prior to the Effective Date, this Article 14.5 shall override all the other provisions in these Articles. For the period from incorporation to the Effective Date the quorum for any general meeting of the Members shall be three.

#### **15. PROCEEDINGS AT GENERAL MEETINGS - CHAIRING MEETINGS**

15.1 General meetings shall be chaired by the Chairman.

15.2 If there is no such person or he is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.

#### **16. PROCEEDINGS AT GENERAL MEETINGS - ADJOURNMENT**

16.1 The Members present in person or by proxy at a meeting may resolve by Ordinary Resolution 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 reconvened unless those details are specified in the resolution.

16.3 No business shall be conducted at a reconvened 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 Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

#### **17. VOTES OF MEMBERS AT GENERAL MEETINGS**

17.1 Every Member shall have one vote at a general meeting of Members.

17.2 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:

17.2.1 by the person chairing the meeting; or

17.2.2 by at least three Members present in person, taking into account any proxies received by those having the right to vote at the meeting; or

17.2.3 by a Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

17.3 Demand for Poll

17.3.1 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.

- 17.3.2 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll.
  - 17.3.3 The poll must be taken within thirty days after it has been demanded.
  - 17.3.4 If the poll is not taken immediately at least seven days' notice shall be given specifying the time and place at which the poll is to be taken.
  - 17.3.5 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 17.4 Withdrawal of Demand for Poll
- 17.4.1 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
  - 17.4.2 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
  - 17.4.3 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 17.5 Result of Votes
- 17.5.1 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
  - 17.5.2 The result of the vote must be recorded in the minutes of the Synagogue but the number or proportion of votes cast need not be recorded.
- 17.6 Chairman – casting vote
- After the Initial Period in the case of an equality of votes at any meeting of Members the person who is chairing the meeting shall have a second or casting vote.
- 18. CONTENT OF PROXY NOTICES SUBMITTED FOR GENERAL MEETINGS**
- 18.1 Members shall each have the right to appoint a proxy in accordance with this Article in respect of the meeting or meetings to which the Member is entitled to attend.
- 18.2 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which –
- 18.2.1 States the name and address of the Member appointing the proxy;
  - 18.2.2 Identifies the person appointed to be that Member's proxy and the meeting in relation to which that person is appointed;
  - 18.2.3 Is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Members may determine; and
  - 18.2.4 Is delivered to the Synagogue in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

- 18.3 The Synagogue may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 18.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 18.5 Unless a proxy notice indicates otherwise, it must be treated as –
- 18.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 18.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 18.6 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general 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 Synagogue by or on behalf of that person.
- 18.7 An appointment under a proxy notice may be revoked by delivering to the Synagogue a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 18.8 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.
- 18.9 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## 19. **MEETINGS OF CONGREGANTS**

- 19.1 This Article 19 shall come into force as from the Effective Date.
- 19.2 Every general meeting of the Members of the Synagogue shall be preceded by a general meeting of the Congregants which shall be open to all Congregants who shall be entitled to speak and vote at such meetings of Congregants on the terms set out in the Bye Laws, and in no circumstances shall the Members pass any Ordinary Resolution or Special Resolution without the prior authority of the requisite resolution of the Congregants.
- 19.3 Any resolution of the Congregants shall within seven days after being determined be put to a general meeting of the Members of the Synagogue at which each Member shall, in accordance with the Member's Undertaking, vote in such a way as to mirror the votes of the general meeting of Congregants. For the avoidance of doubt the purpose of the Members' Undertakings is to place the Congregants so far as voting rights are concerned in a similar position to those of members of a company limited by guarantee but not so as to confer any rights or obligations of a Trustee or Officer on any individual Congregant.
- 19.4 The Trustees may call a general meeting of the Congregants in accordance with the Bye Laws.

20. **OBJECTIONS**

Any objection to the qualification of any person to vote (whether in a general meeting of the Congregants or in a general meeting of the Synagogue) must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

21. **WRITTEN RESOLUTIONS**

21.1 A resolution in writing agreed by a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of the votes cast by the Members who would have been entitled to vote upon it, had it been proposed at a general meeting, shall be effective provided that:

21.1.1 a copy of the proposed resolution has been sent to every Member; and

21.1.2 it is contained in an document which has been received at the registered office, in electronic or written form within the period of 28 days beginning with the circulation date.

21.2 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.

22. **TRUSTEES**

22.1 A Trustee must be aged eighteen years or older.

22.2 No one may be appointed a Trustee if he would be disqualified from acting under the provisions of Article 28.

22.3 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Synagogue. Subsequent Trustees appointed prior to the Effective Date shall be appointed by the Members.

22.4 The first Trustees and the subsequent Trustees appointed prior to the Effective Date shall resign on the Effective Date but may offer themselves for reappointment with effect from the Effective Date in accordance with Article 26.

22.5 Subsequent Trustees appointed after the Effective Date shall be appointed in accordance with Article 26.

22.6 A Trustee may not appoint an alternate Trustee or anyone to act on his behalf at meetings of the Trustees.

23. **POWERS OF TRUSTEES**

23.1 The Trustees shall manage the business and related activities of the Synagogue and may exercise all the powers of the Synagogue unless they are subject to any restrictions imposed by the Companies Acts and the Charities Act 2011, the Articles or any resolution and/or the Bye Laws.

23.2 No alteration of the Articles or any resolution shall have retrospective effect to invalidate any prior act of the Trustees.

23.3 Any meeting of the Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

#### 24. **COMPOSITION OF THE BOARD**

24.1 During the Initial Period the Board shall consist of the Honorary Officers and no more than eighteen Congregants of which no more than nine shall be EDRS Members and no more than nine shall be HRS Members (unless there are not nine EDRS Members or HRS Members (as the case may be) willing to stand for election) ("Elected Trustees") elected at a general meeting of the Congregants in accordance with the Bye Laws.

24.2 During the Initial Period in each case of the election of the joint officers one person shall be an EDRS Member and one person an HRS Member.

24.3 Following the expiry of the Initial Period the Board shall consist of the Honorary Officers and up to eighteen Elected Trustees elected at a general meeting of the Congregants in accordance with the Bye Laws.

24.4 The Board may prescribe bodies within the Synagogue which shall be invited to nominate a representative to attend meetings of the Board. Such persons may speak at meetings but shall not be able to vote.

24.5 The Board may invite other persons to attend meetings of the Board. These persons can include but are not limited to the Senior Rabbi, the President, Vice-Presidents and senior employees. Such persons shall not be entitled to vote on any matter. They may speak at such meeting if invited to do so by the Chairman.

24.6 For the duration of the Initial Period all Joint Officers shall be entitled to attend, speak and vote at meetings of the Board and the Board shall determine the manner in which any meeting is to be chaired.

24.7 With effect from the Effective Date two positions on the Board shall be available for Members under the age of 35. Neither of these positions shall be held by a Member aged over 35 unless there are not 2 members under 35 willing to stand for election.

24.8 Following the expiry of the Initial Period the Joint Chairmen and thereafter the Chairman shall be entitled to attend and speak (but not vote) at any meeting of the Board, in each case for a period limited to one year.

24.9 Prior to the Effective Date of the Transfers the Board shall consist of not less than three persons.

#### 25. **OFFICERS**

25.1 Subject to the provisions of Article 22 all Honorary Officers shall be elected in accordance with the provisions in the Bye Laws.

25.2 After the Initial Period the role of any Officer may be carried out by more than one eligible individual jointly on terms to be determined by the Board in which case the Board may decide the manner in which their responsibilities are to be carried out and the manner in which voting rights shall be exercised.

**26. THE APPOINTMENT OF TRUSTEES**

26.1 Subject to the provisions of Article 22 the Trustees shall be appointed and/or elected in accordance with the provisions in the Bye Laws.

26.2 During the Initial Period the Trustees shall exercise the rights conferred by Article 24.1 so as to preserve the arrangements relating to the designation of EDRS Member and HRS Member referred to that Article.

26.3 The Honorary Officers and the Elected Trustees shall each serve for a period of one year. At the end of a year term an Officer or Elected Trustee may stand for election for the same position for another year provided that

26.3.1 in the case of a Chairman he may not stand for the same position for more than 3 consecutive years; and

26.3.2 in the case of any other Officer or Elected Trustee he may not stand for the same position for more than six consecutive years unless no one else is standing for election to fill the vacancy that would arise if he were not reappointed or re-elected

26.4 Any casual vacancy on the Board may by resolution be filled by a Congregant nominated by the Trustees and any Trustee so chosen to fill the vacancy ("Co-Opted Trustee") shall continue in office for the unexpired period of the vacancy. A Co-Opted Trustee appointed by resolution of the other Trustees must retire at the next annual general meeting but will not be taken into account in determining the Trustees who are to retire by rotation.

26.5 The Trustees from time to time shall be the Members of the Company.

26.6 The Trustees shall give effect to the provisions for the appointment of Elected Trustees and Honorary Officers contained in the Bye Laws.

26.7 The Trustees shall take office immediately after the general meeting of their appointment.

26.8 The appointment of a Trustee must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

**27. RETIREMENT OF TRUSTEES**

27.1 The Trustees shall retire in accordance with the provisions in these Articles.

27.2 If a Trustee is required to retire at a general meeting the retirement shall take effect upon the conclusion of the meeting unless the resolution specifies a different later time.

**28. DISQUALIFICATION AND REMOVAL OF TRUSTEES**

A person shall be disqualified from acting as a Trustee or a Trustee shall cease to hold office if he:

28.1 ceases to be a Trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a Trustee;

28.2 is disqualified from acting as a Trustee by virtue of section S178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);

- 28.3 ceases to be a Congregant;
- 28.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- 28.5 resigns as a Trustee by notice to the Synagogue (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
- 28.6 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 office be vacated;
- 28.7 is removed from office in accordance with the provisions of the Bye Laws; or
- 28.8 by his affiliation or involvement with another organisation or by virtue of any activity which gives rise to a conflict of interest as determined by the Board.

**29. REMUNERATION OF TRUSTEES**

The Trustees must not be paid any remuneration unless it is authorised by Article 7.

**30. PROCEEDINGS OF TRUSTEES**

- 30.1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 30.2 Any Trustee may call a meeting of the Trustees. The Honorary Secretary must call a meeting of the Trustees if requested to do by a Trustee.
- 30.3 Questions arising at a meeting shall be decided by a majority of votes unless otherwise provided in these Articles.
- 30.4 After the Initial Period in the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 30.5 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
- 30.6 Any Congregant shall be entitled to attend any meeting of the Trustees subject to the Chairman having an absolute discretion to decide to exclude any such Congregant from the whole or any part of the meeting. The Congregant attending such meeting shall have no right to participate in the deliberations of the meeting in any way and shall abide by rules of confidentiality designated by the Chairman.

**31. THE BOARD**

- 31.1 With effect from the Effective Date the Board shall meet at least six times a year, notice of which shall be given no less than 28 days in advance, except in the case of emergencies when 24 hours shall suffice.
- 31.2 Prior to the Effective Date at meetings of the Board three Trustees shall constitute a quorum.
- 31.3 With effect from the Effective Date at meetings of the Board, ten Trustees shall constitute a quorum. During the Initial Period a meeting of the Board shall not be quorate unless at least three of the Trustees present are EDRS Members and at least three of the Trustees



present are HRS Members. If no quorum is present at a meeting, the meeting shall be adjourned to the same day in the following week at the same time and place or on such other date, time and place as the Chairman shall determine, and at such further meeting the members present shall be a quorum.

31.4 If any meeting is adjourned in accordance with Article 31.3, notice in writing shall be given to all those entitled to receive such notice, so that they shall receive it three clear days before the adjourned meeting.

31.5 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. "Present" includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants.

31.6 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. 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.

## 32. **THE CHAIRMAN**

32.1 This Article 32.1 shall come into force on the Effective Date.

32.2 The Chairman shall be appointed to chair meetings of the Trustees in accordance with the Bye Laws.

32.3 If no-one has been appointed to chair meetings of the Trustees or if the person appointed 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.

32.4 The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by these Articles or delegated to him by the Trustees or authorised by the Bye Laws.

## 33. **RESOLUTIONS**

33.1 A resolution in writing or in electronic form agreed by a simple majority of 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 provided that:

33.1.1 a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and

33.1.2 a simple majority of Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.

33.2 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

34. **DELEGATION**

34.1 The Trustees may delegate any of their powers or functions to a committee of two or more Trustees but the terms of any delegation must be recorded in the minute book.

34.2 The Trustees may impose conditions when delegating, including conditions that:

34.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;

34.2.2 no expenditure may be incurred on behalf of the Synagogue except in accordance with a budget previously agreed with the Trustees.

34.3 The Trustees may revoke or alter a delegation.

34.4 All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

35. **DECLARATION OF TRUSTEES' INTERESTS**

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

36. **CONFLICTS OF INTEREST AND CONFLICT OF LOYALTIES**

36.1 If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise a conflict notwithstanding that conflict of interest where the following conditions apply:

36.1.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

36.1.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

36.1.3 the unconflicted Trustees consider it is in the interests of the Synagogue to authorise the conflict of interest in the circumstances applying.

36.2 In this Article a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person.

37. **VALIDITY OF TRUSTEES' DECISIONS**

37.1 Subject to Article 37.2, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

- 37.1.1 who was disqualified from holding office;
- 37.1.2 who had previously retired or who had been obliged by the constitution to vacate office;
- 37.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if without:

- 37.1.4 the vote of that Trustee; and
- 37.1.5 that Trustee being counted in the quorum;

the decision has been made by a majority of the Trustees at a quorate meeting.

37.2 Article 37.1 does not permit a Trustee or a Connected Person to keep any benefit that may be conferred upon him by a resolution of the Trustees or of a committee of Trustees if, but for Article 37.1 the resolution would have been void, or if the Trustee has not complied with Article 36.

38. **SEAL**

If the Synagogue has a seal it must only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Honorary Secretary (if any) or by a second Trustee.

39. **MINUTES**

The Trustees must keep minutes of all:

- 39.1 appointments of Honorary Officers made by the Trustees;
- 39.2 proceedings at meetings of the Synagogue ;
- 39.3 meetings of the Trustees and committees of Trustees including:
  - 39.3.1 the names of the Trustees present at the meeting;
  - 39.3.2 the decisions made at the meetings; and
  - 39.3.3 where appropriate the reasons for the decisions.

40. **ACCOUNTS**

- 40.1 The Trustees must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 40.2 The Trustees must keep accounting records as required by Companies Acts.

40.3 The Trustees shall appoint an independent firm of qualified accountants to conduct an annual audit and provide an opinion on the accounts. The Trustees are empowered to agree the remuneration of the external auditors.

**41. ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES**

41.1 The Trustees must comply with the requirements of the Charities Act 2011 with regard to:

41.1.1 the statements of account of the Synagogue;

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

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

41.2 The Trustees must notify the Commission promptly of any changes to the Synagogue's entry on the Central Register of Charities.

**42. MEANS OF COMMUNICATION TO BE USED**

42.1 Subject to the Articles, anything sent or supplied by or to the Synagogue under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Synagogue.

42.2 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

Any notice to be given to or by any person pursuant to the Articles:

42.2.1 must be in writing; or

42.2.2 must be given using electronic communications.

42.3 The Synagogue may give any notice to a Member either:

42.3.1 personally; or

42.3.2 by sending it by post in a prepaid envelope addressed to the member at his address; or

42.3.3 by leaving it at the address of the Member;

42.3.4 by giving it using electronic communications to the Member's address; or

42.3.5 by making it available on a website which alternative method shall only be used where the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner or if the recipient is deemed to have so agreed in accordance with the Companies Acts.

42.4 A Member who does not register an address with the Synagogue or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Synagogue.

43. A Member present in person at any meeting of the Synagogue shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 43.1 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 43.2 Proof that a electronic form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- 43.3 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
- 43.3.1 48 hours after the envelope containing it was posted; or
- 43.3.2 In the case of an electronic form of communication, 48 hours after it was sent.
44. **INDEMNITY**
- 44.1 The Synagogue may indemnify a relevant Trustee against any liability incurred by him in that capacity, to the extent permitted by sections 232 to 234 of the 2006 Act.
- 44.2 In this Article a "relevant trustee" means any Trustee or former Trustee of the Synagogue and includes any former Council Member of EDRS or former Board Member of HRS.
45. **BYE LAWS**
- 45.1 The Trustees may from time to time make such reasonable and proper Bye Laws as they may deem necessary or expedient for the proper conduct and of management of the Synagogue (subject to such Bye Laws being approved by a Resolution passed at a general meeting of the Congregants).
- 45.2 The Bye Laws may regulate the following matters but are not restricted to them:
- 45.2.1 burial, cremation and marriages of Congregants;
- 45.2.2 the admission of Congregants of the Synagogue and the rights and privileges of such Congregants, any of the entrance fees, subscriptions and other fees or payments to be made by Congregants;
- 45.2.3 the establishment of Congregant Membership with different rights and obligations ;
- 45.2.4 the conduct of Congregants of the Synagogue in relation to one another, and the Synagogue's employees and volunteers;
- 45.2.5 the setting aside of the whole or any part of parts of the Synagogue's premises at any particular time or times or for any particular purpose or purposes;
- 45.2.6 the arrangements and procedures at general meetings and meetings of Congregants and meetings of the Trustees insofar as such procedure is not regulated by the Act or by these Articles; and
- 45.2.7 generally, all such matters as might properly be the subject of Bye Laws for the Congregants.

45.3 The Trustees and/or the Synagogue in general meeting have the power to alter, add to or repeal the Bye Laws subject to any such amendment being approved by a resolution of a general meeting of the Congregants.

45.4 The Trustees must adopt such means as they think fit to bring the Bye Laws to the notice of Congregants.

46. **DISPUTES**

If a dispute arises between Congregants and/or Members of the Synagogue about the validity or propriety of anything done by the Congregants and/or Members of the Synagogue, 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.

47. **DISSOLUTION**

47.1 The members of the Synagogue may at any time before, and in expectation of, its dissolution resolve that the net assets of the Synagogue after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Synagogue be applied or transferred in any of the following ways:

47.1.1 directly for the Objects; or

47.1.2 by transfer to any Synagogue or charities for purposes similar to the Objects; or

47.1.3 to any Synagogue or charities for use for particular purposes that fall within the Objects.

47.2 Subject to any such resolution of the members of the Synagogue, the Trustees of the Synagogue may at any time before and in expectation of its dissolution resolve that the net assets of the Synagogue after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Synagogue be applied or transferred:

47.2.1 Directly for the Objects; or

47.2.2 by transfer to any synagogue or charities for purposes similar to the Objects; or

47.2.3 to any synagogue or charities for use for particular purposes that fall within the Objects.

47.3 In no circumstances shall the net assets of the Synagogue be paid to or distributed among the members of the Synagogue (except to a Member that is itself a charity) and if no resolution in accordance with Article 47 is passed by Members or the Trustees the net assets of the Synagogue shall be applied for charitable purposes as directed by the court or the Commission.

**APPENDIX**

**Undertaking to be signed by every person who is to become a Member of the Synagogue (a company limited by guarantee)**

I undertake that in the event that the Congregants pass any resolution at any general meeting of the Congregants I shall as a Member of the Synagogue use my best endeavours to ensure that any such resolution is passed by the Members of the Synagogue. This would not apply in the unlikely event of the Congregants passing a resolution which, if implemented, would result in my being in breach of my duties as a charity trustee or the charitable status of the Synagogue being adversely affected. I also undertake not to agree to the passing of any resolution as a Member without the prior authority of the requisite resolution of the Congregants.

The purpose of this undertaking is to place the Congregants, so far as voting rights are concerned, in a similar position to those of the Members of the Synagogue. This does not give the Congregants any rights or duties as company directors of the Synagogue or affect my position as a charity trustee including the powers referred to in Article 23.1 of the Articles of Association.

.....

**Name:**