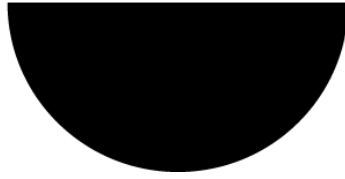


THE ARK  
SYNAGOGUE



**ARTICLES OF ASSOCIATION  
OF  
THE NORTHWOOD AND PINNER LIBERAL SYNAGOGUE  
(AS AMENDED BY SPECIAL RESOLUTION PASSED ON  
17 SEPTEMBER 2022)**

**ARTICLES OF ASSOCIATION FOR A CHARITABLE COMPANY**

**THE COMPANIES ACT 2006**

**COMPANY NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF THE NORTHWOOD AND PINNER LIBERAL SYNAGOGUE**

**1. The company's name is THE NORTHWOOD AND PINNER LIBERAL 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 or a telephone number for receiving text messages in each case registered with the Synagogue;

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

"the Board" means the board of Trustees from time to time;

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

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

"Chair" means the individual appointed as chair of the Synagogue pursuant to Article 24.3;

"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;

"connected person" 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;and
- (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; or
- (iii) Sections 350-352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article.

“Trustees” is used to mean the Directors of the Synagogue. The Trustees include the Members elected under Article 23.1 and any persons appointed to fill a casual vacancy under Article 23.3. The Trustees are charity trustees as defined by Section 177 of the Charities Act 2011;

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

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“General Meetings” means general meetings of Members convened and held in accordance with these Articles.

“Liberal Judaism” means a private company limited by guarantee named Liberal Judaism (ULPS) with company registration number 08281223 and registered as a charity under number 1151090 or its successor entity.

“Member” has the meaning given in Section 112 of the Companies Act 2006 and Article 8.

“ Membership” is defined in Articles 8.2 and 8.3

“Non-voting member” is defined in Article 46.2.3

“the memorandum” means the Synagogue’s memorandum of association;

“officers” includes the Trustees and the Secretary (if any);

“Ordinary Resolution” means a resolution passed by a majority of not less than 50%.

“President” means the person described as such in Article 24.1;

“Rules” means any rules made pursuant to Article 46;

“the seal” means the common seal of the Synagogue if it has one;

“Secretary” means any person appointed to perform the duties of the secretary of the Synagogue;

“Special Resolution” means a resolution passed by a majority of not less than 75%.

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

“the United Kingdom” means Great Britain and Northern Ireland; and

“Vice Presidents” means the persons described as such in Article 24.1.

and

(in) Writing or (in) writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether created, recorded, sent or supplied in Electronic Form or otherwise.

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 this constitution becomes 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**

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 they are a Member or within one (1) year after they cease to be a Member, for:

3.1.1 payment of the Synagogue's debts and liabilities incurred before they cease to be a Member;

3.1.2 payment of the costs, charges and expenses of winding up; and

3.1.3 adjustment of the rights of the contributories among themselves.

### **4. Objects**

The Synagogue's objects ("Objects") are specifically restricted to the following:

The advancement of Liberal Judaism (and the Synagogue shall be affiliated to Liberal Judaism).

To provide, maintain and carry on a place of worship and to arrange and conduct religious services.

To provide, arrange and conduct religious education.

To make provision for the solemnisation of marriage.

To make provision for burial and cremation.

To perform such other religious rites and charitable duties as the Trustees shall from time to time determine.

### **5. Powers**

5.1 The Synagogue has power to do anything which is calculated to further its Object(s) or is conducive or incidental 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 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 but only in accordance with a written policy about reserves;

5.1.9 to employ and remunerate such staff as are necessary for carrying out the work of the Synagogue and make all reasonable provisions for the payment of pensions to or on behalf of employees and their dependants 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 7 and provided it complies with the conditions in that Article;

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 accept and hold monies, property or other assets on special trusts within the Objects; and

5.1.14 to:

5.1.14.1 deposit or invest funds;

5.1.14.2 employ a professional fund-manager; and

5.1.14.3 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;

5.1.15 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;

5.1.16 to pay out of the funds of the Synagogue the costs of forming and registering the Synagogue both as a company and as a charity;

## **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 or may pay out of such property reasonable expenses properly incurred by him or her 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 45.

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. This does not prevent a Member who is not also a Trustee receiving:

6.3.1 a benefit from the Synagogue in the capacity of 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 Synagogue Trustees and Connected Persons**

### **General Provisions**

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; or

7.1.2 sell goods, services, or any interest in land to the Synagogue; or

7.1.3 be employed by, or receive any remuneration from, the Synagogue; or

7.1.4 receive any other financial benefit from the Synagogue;

unless the payment is permitted by Article 7.2, or authorised by the court or the Charity Commission.

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

#### Scope and powers permitting Trustees’ or connected persons’ benefits

### 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 provided that a majority of the Trustees do not benefit in this way.

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 Subject to Article 7.3 a Trustee or connected person may provide the Synagogue with goods that are not supplied in connection with services provided to the Synagogue by the Trustee or connected person.

7.2.4 A Trustee or connected person may receive interest on money lent to the Synagogue at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

7.2.5 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 and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

7.2.6 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.

#### Payment for supply of goods only – controls

7.3 The Synagogue and its Trustees may only rely upon the authority provided by Article 7.3.3 if each of the following conditions is satisfied:

7.3.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Synagogue or its Trustees (as the case may be) and the Trustee or connected person supplying the goods (“the supplier”) under which the supplier is to supply the goods in question to or on behalf of the Synagogue.

7.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

7.3.3 The other Trustees are satisfied that it is in the best interests of the Synagogue to contract with the supplier 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.

7.3.4 The supplier 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 or her or it with regard to the supply of goods to the Synagogue.

7.3.5 The supplier 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.

7.3.6 The reason for their decision is recorded by the Trustees in the minute book.

7.3.7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 7.

7.4 In Articles 7.2 and 7.3:

7.4.1 "Synagogue" includes any company in which the Synagogue:

7.4.1.1 holds more than 50% of the shares; or

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

7.4.1.3 has the right to appoint one or more Trustees to the board of the company.

7.4.2 "connected person" includes any person within the definition in Article 2.

## 8. **Members**

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

8.2 Membership is not transferable.

8.3 Subject to the approval of the Board, Membership of the Synagogue shall be open to individuals of the Jewish faith who subscribe to the principles and objects of Liberal Judaism and of the Synagogue.

8.4 All applicants for Membership of the Synagogue shall be required to complete a written application in such form as shall be from time to time prescribed by the Board. Such application shall be considered by the Board at its next meeting after the same shall have been received by a member of the Board duly completed and the Board shall in its absolute discretion grant refuse or adjourn consideration of such application and shall cause the applicant to be informed of its decision. An applicant for Membership shall become a Member upon the granting of their application by the Board and payment of the appropriate subscription. The powers contained in this Article may be delegated by the Board pursuant to Article 31.

8.5 Except as hereinafter provided, every Member shall be liable to pay such annual subscription to the Synagogue as shall be determined from time to time by the Board. The Board shall have power in its absolute discretion to remit payment in whole or in part of any Membership subscription.

8.6 The Board may terminate the Membership of any Member if it shall deem it to be in the interest of the Synagogue to do so; provided that any resolution calling for the termination of the Membership of a Member under this Article shall require to be passed by a two-thirds majority of those members of the Board present at the meeting at which such resolution is



considered and voting on the said resolution; and provided further that no such resolution shall be considered at any meeting of the Board unless written notice of intention to propose such resolution shall have been given to every member of the Board and to the Member of the Synagogue concerned not less than seven (7) days before the date of such meeting.

8.7 If a Member shall be six (6) months or more in arrear in payment of his/her Membership subscription and shall fail to discharge such arrears within two (2) weeks after being given written notice requiring him/her to do so and setting out the provisions of this Article his/her Membership shall forthwith cease.

8.8 If a person whose Membership shall have ceased under the provision of Article 8.7 shall apply to be reinstated as a Member their application shall be dealt with under Article 8.4 and they shall not be entitled to retain any rights which s/he may formerly have had as a Member but which they would not have had, had they not previously been a Member.

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

## **9. Termination of Membership**

9.1 Membership is terminated if the Member resigns, ceases to be Member pursuant to Article 8.6 or Article 8.7 or dies

## **10. General meetings**

10.1 The Synagogue must hold its first Annual General Meeting within eighteen (18) months after the date of its incorporation.

10.2 An Annual General Meeting of Members must be held in each subsequent year and not more than fifteen (15) months may elapse between successive Annual General Meetings.

10.3 The Trustees may call a General Meeting at any time.

10.4 The Trustees shall be bound forthwith to convene a General Meeting at the written request of not less than fifteen (15) Members stating the business which such Members require to be transacted thereat.

10.5 A resolution may be properly proposed at a meeting unless it would, if passed, be ineffective, defamatory of any person, frivolous or vexatious

## **11. Notice of General Meetings**

11.1 The minimum periods of notice required to hold a General Meeting are:

11.1.1 twenty-one (21) clear days for an Annual General Meeting or a General Meeting called for the passing of a Special Resolution; and

11.1.2 fourteen (14) clear days for all other General Meetings.

11.2 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 per cent (90%) of the total voting rights.

11.3 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 whether under section 324 of the Companies Act 2006 or Article 18.

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

**12. Proceedings at General Meetings – attendance, hybrid, virtual and other electronic meetings, Chair**

12.1 The Trustees may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it. In determining attendance at a General Meeting, it is immaterial whether any two (2) or more Members attending it are in the same place as each other. Two (2) or more Members who are not in the same place as each other attend a General Meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

12.2 Notwithstanding Article 12.1, to the extent permitted by the Act, or other applicable law for the time being in force, a meeting shall be deemed to take place even if no Member (or their Proxy) is in the same room as any other Member (or their Proxy), provided that either:

12.2.1 each Member (or their Proxy) is able to see and hear each other Member (or their Proxy) and be seen and heard by each other Member (or their Proxy) by integrated video conference facilities or separate audio and visual streams transmitting as simultaneously as the technology permits; or

12.2.2 if the criteria contained in Article 12.2.1 cannot be met for any reason, then, to the extent not prohibited by applicable law from time to time, each Member (or their Proxy) is able to speak to, and be heard by, each other Member (or their Proxy), even though they are for any reason unable to see or be seen by every or any other Member (or their Proxy); and

in any such case, a quorum shall also be duly present.

12.3 If at any time the Act does not permit or it prohibits or restricts the holding of a meeting as envisaged by Article 12.1 or 12.2 or for any other reason, then a meeting in the same place at the same time by the number of Members required to constitute a quorum shall constitute a meeting and all other Members (or their Proxies) may participate in such meeting via integrated video conference facilities or by separate audio and visual streams transmitting as simultaneously as the technology permits; or, to the extent not prohibited by applicable law from time to time, by audio stream only where each Member (or their Proxy) is able to speak to, and be heard by, each other Member (or their Proxy).

12.4 The provisions of Articles 12.1, 12.2 and 12.3 shall apply to any adjourned meeting.

12.5 The Trustees shall be permitted to make, amend and revoke any Rules as they see fit to permit the holding of General Meetings where all Members are unable to meet physically provided that no Rule may permit a meeting to be held in a manner prohibited by or not permitted by the Act or any other legislation applicable to the Synagogue from time to time in force.

12.6 Nothing in this Article 12 shall invalidate proceedings provided that a quorum of the same individuals is present throughout the proceedings by any manner permitted under this Article.

12.7 The Chair of the meeting may permit other persons who are not Members to attend and speak at a General Meeting.

12.8 The Chair shall chair General Meetings of the Members. If the Chair, is not present within fifteen (15) minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.

12.9 If there is only one (1) Trustee present and willing to act, they shall chair the meeting

12.10 If no Trustee is present and willing to chair the meeting within fifteen (15) minutes after the time appointed for holding it, the Members present in person or by proxy and entitled to vote must choose one of their number to chair the relevant meeting.

### **13. Proceedings at General Meetings – amending resolutions**

13.1.1 An Ordinary Resolution to be proposed at a General Meeting may be amended by Ordinary Resolution if:

13.1.2 notice of the proposed amendment is given to the Synagogue in Writing by a person entitled to vote at the General Meeting at which it is to be proposed not less than forty-eight (48) hours before the meeting is to take place (or such later time as the Chair of the meeting may determine), and

13.1.3 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.

13.2 A Special Resolution to be proposed at a General Meeting may be amended by Ordinary Resolution, if:

13.2.1 the Chair of the meeting proposes the amendment at the General Meeting at which the resolution is to be proposed, and

13.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

13.3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

### **14. Proceedings at General Meetings - Quorum**

14.1 No business shall be transacted at any General Meeting unless a quorum is present.

14.2 A quorum is in the case of a General Meeting of Members: Thirty Members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting;.

14.3 If:

14.3.1 a quorum is not present within half an hour from the time appointed for the meeting; or

14.3.2 during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such time and place as the Trustees shall determine.

14.4 The Trustees must reconvene the meeting of and must give at least seven (7) 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 (15) 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

#### **15. Proceedings at General Meetings - Adjournment**

15.1 The Members present in person or by proxy at a meeting may resolve by Ordinary Resolution that the meeting shall be adjourned.

15.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be convened unless those details are specified in the resolution.

15.3 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.

15.4 If a meeting is adjourned by a resolution of the Members for more than seven (7) days, at least seven (7) clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

15.5 If, in the case of any General Meeting, including a hybrid or virtual meeting, it appears to the Chair of that meeting that one (1) or more electronic facilities has or have become inadequate for the purposes of Article 12, the Chair of the meeting, may, without being required to seek the consent of the meeting, pause, interrupt, or adjourn the General Meeting in which case all business conducted at that meeting up to the time of such adjournment shall be and remain valid. This Article 15.5 shall apply also to any adjourned meeting

#### **16. Proceedings at General Meetings – Annual General Meeting**

16.1 The business to be transacted at an Annual General Meeting shall be:

16.1.1 To receive reports covering the period since the previous Annual General Meeting from the Trustees and the Minister/s

16.1.2 to receive the auditor's/independent examiner's report for the previous financial year and receive the accounts for the previous financial year;

16.1.3 to elect the Trustees to fill the vacancies arising (Article 23.1);

16.1.4 To appoint an auditor: and

16.1.5 to deal with any other business put before the Members of which notice shall have been given to the Board at least fourteen (14) days [or in the case of a proposal to repeal alter or add to these Articles, or to pass a Special Resolution, not less than twenty-one (21) days] prior to the meeting.

#### **17. Votes of Members**

17.1 Every Member shall have one vote at a General Meeting.

17.2 Any objection to the qualification of any voter 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.

17.3 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:

17.3.1 by the person chairing the meeting; or

17.3.2 by persons present in person or by proxy representing not less than one third of all the persons present at the meeting in person or by proxy having the right to vote at the meeting.

17.4 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 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 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.

17.7 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.

17.8 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.

17.9 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

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

17.11 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.

17.12 The poll must be taken within thirty (30) days after it has been demanded.

17.13 If the poll is not taken immediately at least seven (7) clear days' notice shall be given specifying the time and place at which the poll is to be taken.

17.14 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

17.15 In the case of an equality of votes at any meeting of Members the person who is chairing the meeting shall not have a second or casting vote.

## **18. Content of Proxy Notices**

18.1 Each Member shall 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 general 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 Trustees 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.

## 19. **Delivery of Proxy Notices**

19.1 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.

19.2 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.

19.3 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.

19.4 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.

## 20. **Written resolutions**

20.1 Subject to Article 20.1.3, a written resolution passed in accordance with this Article 20 by Members who, at the Circulation Date, would have been entitled to vote upon it had it been proposed at a General Meeting (each an "Eligible Member") shall be effective as if it had been passed by the Members in a General Meeting: provided that:

- 20.1.1 a copy of the proposed resolution has been sent to every Eligible Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the written resolution must be passed if it is not to lapse;

20.1.2 a simple majority (or in the case of a Special Resolution a majority of not less than seventy-five per cent (75%) of Eligible Members has signified their agreement to the resolution; and

20.1.3 it is contained in an authenticated Document which has been received at the registered office within the period of twenty-eight (28) days beginning with the Circulation Date.

20.2 If the Document is sent to the Synagogue:

20.2.1 in hard copy form, it is authenticated if it bears the signature of the person sending it; or

20.2.2 in Electronic Form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Directors in the Rules or otherwise or, where no such manner has been specified by the Directors, if it is accompanied by a statement of the identity of the sender and the Directors have no reason to doubt the truth of that statement.

20.3 A written resolution is passed when the required majority of Eligible Members have signified their agreement to it.

20.4 A written resolution may comprise several copies to which one (1) or more Members have signified their agreement.

20.5 A Member's agreement to a proposed written resolution, once signified, cannot be revoked.

20.6 Any resolution of the Members for which the Act does not specify whether it is to be passed as an Ordinary Resolution or as a Special Resolution shall be passed as an Ordinary Resolution.

20.7 A Members' resolution under the Act removing a Director or an auditor before the expiration of their term of office may not be passed as a written resolution.

20.8 Communications in relation to written resolutions shall be sent to the Synagogue's auditors in accordance with the Act.

20.9 The Members may require the Synagogue to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

## 21. Irregularities

The proceedings of any meeting or the taking of any poll or the passing of a resolution in Writing or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting (in person or by proxy) or by reason of any business being considered which is not specified in the notice (where required).

## 22. Trustees

22.1 A Trustee must be a natural person aged eighteen (18) years or older.

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

22.3 The minimum number of Trustees shall be five (5) and the maximum number shall be eleven (11) (unless otherwise determined by Ordinary Resolution).

22.4 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Synagogue.

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

### **23. Retirement of Trustees**

23.1 At each Annual General Meeting of the Synagogue not less than half of the Trustees for the time being shall retire from office. The Trustees to retire in each year shall (unless agreed among themselves) be those who have been longest in office since their last election, but as between persons who became Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

23.2 Retiring members of the Board shall be eligible for re-election.

23.3 Any casual vacancy on the Board may be filled by the Trustees and any Trustees so chosen to fill the vacancy shall continue in office for the unexpired period of the vacancy and shall be entitled to vote and the Trustee appointed by resolution of the other Trustees must retire at the next Annual General Meeting and must not be taken into account in determining the Trustees who are to retire by rotation.

23.4 The Minister/s of the Congregation the President and the Secretary (if any) shall be members of the Board ex-officio and without power to vote. The Board shall have power to co-opt not more than three Non-voting members in any one year who shall have no power to vote.

### **24. President, Vice Presidents and Officers**

24.1 The Members may at General Meetings upon the recommendation of the Trustees elect persons of distinction to the offices of President and Vice President of the Synagogue in recognition of their services to the Synagogue. The President and Vice President(s) shall hold office for five (5) years or until they shall earlier retire and the President shall not be eligible for re-election to the office of President. There shall not at any time be more than one President nor more than three Vice Presidents of the Synagogue.

24.2 Each year, so far as practical and if possible at least four (4) months before the Annual General Meeting, the Trustees shall select the persons who are to be considered for appointment as Chair and Treasurer (and such other prospective officers as it may think fit) after the next Annual General Meeting. Persons so selected should be invited to meetings of the Trustees on such terms at the Trustees think fit but shall not have the right to vote unless they are already Trustees. Such persons are not members of the Board.

24.3 The Trustees shall hold a meeting not later than fourteen (14) days after every Annual General Meeting and shall at such meeting either appoint from its number as Chair, Treasurer, and other officers those individuals previously selected in accordance with Article 24.2, or elect from its number some other person or persons to one or more of such offices. Such persons shall hold office until the first meeting of the Trustees after the Annual General Meeting next following. The Trustees shall at such meeting or at its next subsequent meeting also appoint the



number of representatives to the Council of Liberal Judaism to which the Synagogue may be from time to time entitled. Casual vacancies in the appointment of officers of the Synagogue and representatives to the Council of Liberal Judaism may be filled at any meeting of the Trustees.

24.4 No person shall be eligible for election as Chair who shall have held that office for an immediately preceding period of five (5) consecutive years. No person shall be eligible for election as Treasurer who shall have held that office for an immediately preceding period of five (5) consecutive years.

## **25. Powers of Trustees**

25.1 The Trustees shall manage the business of the Synagogue and may exercise all the powers of the Synagogue unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any Special Resolution.

25.2 No alteration of the Articles or any Special Resolution shall have retrospective effect to invalidate any prior act of the Trustees.

25.3 Any 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.

## **26. Appointment of Trustees**

26.1 Only Members shall be eligible to serve as Trustees.

26.2 The election of the Trustees shall take place in the following manner:

26.2.1 At least forty-two (42) days before every Annual General meeting the Synagogue shall send to each Member a form for the nomination of Members for election of Trustees. It shall be a condition precedent to the election of a Trustee that they shall have been nominated for election by the delivery to the Synagogue not less than twenty-eight (28) days prior to the date of the relevant Annual General Meeting such a form duly completed with the name of the nominee and signed by the nominee and by one Trustee and one Member.

26.2.2 Each Member entitled to vote shall be entitled to vote for as many candidates as there are vacancies to fill. Voting at the meeting shall be decided by a show of hands unless the number of candidates shall exceed the number of vacancies, in which event voting shall be by poll. The decision of a majority vote shall be binding. If two or more candidates obtain an equal number of votes, the Chair shall select by lot the candidate or candidates who are to be Trustees.

## **27. Retirement of Trustees**

27.1 If a Trustee is required to retire at an Annual General Meeting by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting, or if the retiring Trustee is an officer of the Synagogue upon the election of their successor at the meeting of Trustees held pursuant to Article 24.3 (and if no successor is elected, at the conclusion of such Trustees' meeting).

## **28. Disqualification and removal of Trustees**

A Trustee shall cease to hold office if they:

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

28.2 are 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 cease to be a Member;

28.4 become incapable by reason of mental disorder, illness or injury of managing and administering their own affairs;

28.5 resign 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); or

28.6 are absent without the permission of the Trustees from all their meetings held within a period of six (6) consecutive months and the Trustees resolve that their office be vacated.

## **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 There shall be no fewer than six (6) meetings of the Board every year.

30.3 Notice of meetings of Trustees shall be of not less than fourteen (14) days duration unless, in the opinion of the Chair of the Trustees, or any other officer of the Trustees in the absence of the Chair or if the Chair shall be unable for any reasons to act, there shall be a matter requiring the urgent attention of the Trustees.

30.4 Any Trustee may call a meeting of the Trustees. The Secretary (if any) must call a meeting of the Trustees if requested to do so by a Trustee.

30.5 Questions arising at a meeting shall be decided by a majority of votes.

30.6 Any Member shall be entitled to attend any meeting of the Trustees subject to the Chair having an absolute discretion to decide to exclude any such Member from the whole or any part of the meeting. The Member 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 Chair. Such rules may include a provision excluding the right of Members to attend a confidential part of a meeting.

## **31. Delegation**

31.1 The Trustees may delegate any of their powers or functions and/or the implementation of their decisions and/or day to day management of the affairs of the Synagogue to any individual (whether or not a Member of the Synagogue) or to a committee by such means (including by power of attorney) to such extent in relation to such matters and on such terms and conditions as they think fit. The Rules may provide that any committee may be purely advisory or may have executive powers and functions delegated to them by the Trustees. No executive powers or functions exercised by any such individual or committee shall be effective

until approved by a Trustee. The Trustees may impose terms and conditions (whether or not contained in the Rules) when delegating to any individual or committee, including the following:

31.1.1 the relevant powers and functions are to be exercised exclusively by the individual or committee to whom they are delegated, subject always to the power of the Board to revoke such authority at any time and from time to time either generally or on specific occasions or for specific matters;

31.1.2 no expenditure may be incurred on behalf of the Synagogue except in accordance with the latest budget previously approved by the Trustees generally or specifically for the matters delegated to the individual or committee.

31.2 The Trustees have the right to remove any individual from any committee or revoke the delegation of authority to any individual for any reason and at any time.

31.3 Committees to which the Trustees delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Trustees. The Rules (if any) relating to committees shall prevail over rules applied to or adopted by such committees, whether or not derived from these Articles, if they are not consistent with them.

31.4 The quorum for, and procedures to be applied to or adopted by, meetings of any committee may be set out in the Rules from time to time in force or as determined by the Board at the time of establishing the committee.

31.5 The Trustees may amend, restrict, suspend or revoke any general or specific delegation at any time and from time to time provided that nothing shall derogate from an earlier decision delegated to an individual or committee who made a decision within their lawful authority prior to such amendment, restriction, suspension or revocation.

31.6 Membership of a committee of the Board does not (of itself) confer the right to serve as a member of the Board.

31.7 The Board shall have power to appoint such committees as it may think fit. The Chair of every Committee which is designated by the Board as a Standing Committee, if not already a Trustee, shall be a member of the Board ex-officio and without power to vote.

## **32. Declaration of Trustee's Interests**

A Trustee must declare the nature and extent of any interest, direct or indirect, which they have 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 their duty to act solely in the interests of the Synagogue and any personal interest (including but not limited to any personal financial interest).

## **33. Conflicts of Interest and Conflict of Loyalties**

33.1 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 such a conflict of interest where the following conditions apply:

33.1.1 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;

33.1.2 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

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

33.2 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.

#### **34. Validity of Trustees' Decisions**

34.1 Subject to Article 34.2, 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:

34.1.1 who was disqualified from holding office;

34.1.2 who had previously retired or who had been obliged by the constitution to vacate office;

34.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if without:

34.1.4 the vote of that Trustee; and

34.1.5 that Trustee being counted in the quorum;

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

34.2 Article 34.1 does not permit a Trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for Article 34.1 the resolution would have been void, or if the Trustee has not complied with said Article.

#### **35. No Casting Vote**

In the case of an equality of votes, the person who is chairing the meeting of the Trustees shall not have a second or casting vote.

#### **36. Meeting of Trustees by Electronic Means**

A meeting may be held, and any Trustee may participate in such meeting, in person, or by means of telephone or video conference or any combination of the foregoing or by any other suitable electronic means agreed by the Trustees in which each participant may communicate (whether or not they are also able to see and be seen by each other) with all the other participants. The Trustees shall be permitted to make, amend, suspend and revoke any Rules as they see fit to permit the holding of meetings where all Trustees are unable to meet together physically provided that no Rule may permit a meeting to be held in a manner prohibited by or not

permitted by the Act or any other legislation from time to time in force. Nothing in this Article 36 shall invalidate proceedings provided that a quorum of the same individuals is present throughout the proceedings by any manner permitted under this Article.

### **37. Quorum for Trustees' Meetings**

37.1 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.

37.2 The quorum for Trustees meetings shall be four (4) or such larger number as may be decided from time to time by the Trustees.

37.3 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.

37.4 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.

### **38. Role of Chair**

38.1 The Chair shall chair meetings of the Trustees.

38.2 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 fifteen (15) minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.

38.3 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 or her by the Trustees.

### **39. Written Resolutions**

39.1 A resolution in writing or in electronic form agreed by a majority of the Trustees entitled to receive notice of a meeting of the 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 duly convened and held.

39.2 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

### **40. 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 Secretary (if any) or by a second Trustee.

### **41. Minutes**

The Trustees must keep minutes of all:

41.1 appointments of officers made by the Trustees;

41.2 proceedings at meeting of the Synagogue;

41.3 meetings of the Trustees and committees of Trustees including:

- 41.3.1 the names of the Trustees present at the meeting; and
- 41.3.2 the decisions made at the meetings;

#### **42. Accounts**

42.1 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.

42.2 The Trustees must keep accounting records as required by Companies Acts.

#### **43. Annual Report and Return and Register of Charities**

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

- 43.1.1 transmission of the statements of account to the Synagogue;
- 43.1.2 preparation of an Annual Report and its transmission to the Commission;  
and
- 43.1.3 preparation of an Annual Return and its transmission to the Commission.

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

#### **44. Means of Communication to be Used**

44.1 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.

44.2 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.

44.3 Any notice to be given to or by any person pursuant to these Articles must be in Writing.

44.4 Where a Document or information which is required or authorised to be sent or supplied by the Synagogue under the Act is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that they may be sent or supplied in that form or manner or be deemed to have so agreed under the Act (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

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

- 44.5.1 personally; or

44.5.2 by sending it by post in a prepaid envelope addressed to the Member at their Address; or

44.5.3 by leaving it at the Address of the Member; or

44.5.4 by giving it in Electronic Form to the Member's Address; or

44.5.5 by placing the notice on a website and providing the person with a notification in Writing of the presence of the notice on the website; or

44.6 This Article does not affect provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

44.7 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.

44.8 A Trustee present in person or a Member present in person or by Proxy 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.

44.9 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

44.10 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.

44.11 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:

44.11.1 Forty-eight (48) hours after the envelope containing it was posted; or

44.11.2 In the case of an electronic form of communication, forty-eight (48) hours after it was sent.

## 45. **Indemnity**

45.1 The Synagogue may indemnify a relevant Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the 2006 Act.

45.2 In this Article a "relevant trustee" means any Trustee or former Trustee of the Synagogue or Council Member or former Council member of Northwood and Pinner Liberal Synagogue (charity number 243618).

## 46. **Rules**

46.1 The Trustees may from time to time make such reasonable and proper Rules as they may deem necessary or expedient for the proper conduct and management of the Synagogue.

46.2 The Rules may regulate the following matters but are not restricted to them:

46.2.1 Burial, cremation and marriages;

46.2.2 the admission of Members and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;

46.2.3 the establishment of classes of Non-voting membership with different rights obligations and fees (but not to affect or alter any voting rights of Members at that time in place).

46.2.4 the conduct of Members and Non-voting members in relation to one another, and to the Synagogue's employees and volunteers;

46.2.5 the procedure at General Meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or by these Articles; and

46.2.6 generally, all such matters as are commonly the subject matter of company Rules.

46.3 The Trustees and/or the Synagogue in general meeting have the power to alter, add to or repeal the Rules.

46.4 The Trustees must adopt such means as they think sufficient to bring the Rules to the notice of Members and Non-voting members.

46.5 The Rules shall be binding on all Members and Non-voting members. No Rule shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

#### **47. Dissolution**

47.1 The Members may at any time before, and in expectation of its dissolution, resolve that any 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 charity or charities for purposes similar to the Objects;  
or

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

47.2 Subject to any such resolution of the Members, the Trustees of the Synagogue may at any time before and in expectation of its dissolution resolve that any 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 charity or charities for purposes similar to the Objects;  
or

47.2.3 to any charity 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 (except to a Member that is itself a Synagogue) and if no resolution in accordance with Article 47.1 or 47.2 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.