

Path to **Progressive Judaism**

1. Introduction

In April 2023, the Boards of the Movement for Reform Judaism and Liberal Judaism announced that they would be working together towards the creation of a new movement working on behalf of all the Progressive Jews of the UK. Over the last 18 months, the movements have been carrying out extensive work to establish whether this is the right course of action and exactly how a 'legal combination' would work.

This process has now reached the point at which the consent of the members of LJ and MRJ (the communities) is needed to move forward. The next stage of the work will require the dedication of further substantial resources and will involve discussions of areas that cannot really take place unless we have agreed that we wish to create a new Movement.

What has happened so far?

Over the last 18 months, the movements have been carrying out an extended feasibility study looking at the future of the organisations and their collaboration. This has included:

- 'In principle' conversations about the idea of a new movement with communities across the UK
- Financial and legal due diligence exercises
- Close examination of key aspects of a new movement, including identifying areas of difference and challenge
- The professional teams of the two movements beginning to work together.

There has also been a great deal of work to establish the legal process by which the proposed combination should take place.

The work has been overseen by an Advisory Board drawn from across the two movements and beyond, chaired by Dr Ed Kessler, Founder President of the Woolf Institute and longstanding member of synagogues in both movements. The members of the Advisory Board can be found [here](#). You can read more about this work in the booklet that was sent to communities in October 2024 [click here](#)

In November 2024, the Advisory Board recommended to the Boards of the two movements that we proceed with a full legal combination of the two movements and presented a timetable for this process. In December, the two Boards of Trustees each unanimously agreed to recommend this to the members of the movements (which in both cases are the member communities).

This recommendation is driven by a vision of a thriving, well-supported, emboldened, vocal, ambitious Progressive Judaism in the UK. The role of the new movement is to help to deliver that vision, building an infrastructure to underpin and support the work, amplifying our voices in the wider world, and delivering those aspects that we best do collectively. It reflects a strong conviction that we will be more effective in this vision as one unified Movement.

What is included in this pack?

This pack contains the key foundational proposals for the new Movement, including FAQs, information on proposed governing and financial arrangements, and some of the core features of the organisation's work. It also includes the full proposed Membership Agreement and Articles and Rules.

This is not a full description of everything that the new Movement will look like or do but allows us to move into the next phase of this work, which will include further detailed discussion about strategy and priorities. This discussion will be as broad as possible and will include opportunities for clergy and members of communities to be involved.

Overview of the Proposal and Timetable

The Boards of LJ and MRJ are recommending to their members (the communities) that there be a full legal combination of the two movements. This will involve:

- The creation of a new Company Limited by Guarantee, to be registered with the Charity Commission
- Authority being given to the current Boards to transfer the assets, liabilities and activities of the two existing movements to the new company when it has been recognised as a charity by the Charity Commission
- Changes to be made to the governing articles of the two existing movements so they are no longer member organisations, and are subsidiaries of the new entity for a limited period before they are dissolved

If the proposal is approved, all current members of LJ and MRJ that sign a membership agreement will automatically become members of the new entity on the day of transfer. The draft of the membership agreement can be found in this pack.

This proposal requires the consent of the member communities of LJ and MRJ. This will involve a formal vote on a 'Special Resolution' at Extraordinary General Meetings of the two existing movements before any further work can take place. According to Company Law, this will require 75% of the vote of the member communities in both movements, with voting according to their existing governing arrangements.

Timetable

We began this process in Spring of 2023, and over the last 18 months, the project has been a core focus of the leadership and staff of both movements. It is therefore important that, if possible, the legal combination be completed during 2025. We are keen to refocus on the important task of working with and on behalf of communities.

We estimate that approximately six months of work will need to happen after the EGMs take place. This will include further conversations with member communities, clergy and other stakeholders about vision and strategy for the new organisation based around four missions that you will find described elsewhere in this pack. It is also possible that it will take a significant period for registration with the Charity Commission to be completed.

Therefore, in order that the combination can take place at the end of this year, we are intending that the EGMs of the two movements take place in mid-May 2025.

What you need to do

Over the next three months, the leaderships of **full member communities** will need to decide on how to use their community's votes at the EGMs.

To make this decision, please:

Read this information pack and speak with us about the proposals

Share it with other members of your community leadership and direct them to the Path to Progressive Judaism website which you can find [here](#). Let us know if there is more information or clarification that you need. Speak with us if there are aspects of the proposals that you have questions or concerns about.

Decide how to engage your membership in the decision making

Each community is different, and each community will know the best way to engage its membership in this important decision. The goal is that, when exercising the community vote, the community's leadership feels confident it is reflecting the wishes of its members.

To do this, you do not need to hold a formal EGM but you may want to hold a community meeting or use an existing scheduled General Meeting to have this discussion. If you choose to have a formal vote in your community, please be aware that it only requires a simple majority of your members. There may also be better ways to engage depending on the culture and context of your community. If you would like someone from MRJ or LJ to attend a forum with you, please let us know.

As the proposal has not yet been approved, there is no need for any community to make changes to its own constitution. In most cases, no changes will be necessary. If they are, these can take place after the EGM. Please see the bespoke advice for your community.

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2. (Most) Frequently Asked Questions

Over the last 18 months, we have been asked many questions about the coming together of LJ and MRJ, and what the proposed new Movement will be like. Many of these are answered in more detail elsewhere in this pack, where questions of finance, governance arrangements and organisational purpose are addressed.

Here are answers to the questions we have received most often. If you have a question that is not answered in the information pack, please get in touch with us.

What is driving this change, and why now?

This proposal is driven by a vision of a thriving, well-supported, emboldened, vocal, ambitious Progressive Judaism in the UK. The role of the new Movement is to help to deliver that vision, building an infrastructure to underpin and support the work, amplifying our voices in the wider world, and delivering those aspects that we best do collectively.

Importantly, this vision is being proposed from a position of strength. Both movements are financially stable; we have shared values and many shared practices; our clergy bodies are supportive, and are inspiring in their ability to hold and respect diversity; our two movements represent close to 30% of synagogue-affiliated Jews in the UK; together we make up the largest synagogue body by number of communities, with communities across the breadth of the four nations.

Despite this strength, operating as two separate entities we often punch below our weight. We believe that we can achieve more by doing the work together and that this is the time to do it. It is a case of 'if not now, when?'

Why a legal combination instead of just working together?

Over the last 18 months, LJ and MRJ have worked closely together in a new way. We have seen the difference that this makes, especially in our external representation, where we have seen the benefits of speaking together.

However, as two separate entities, the current collaboration is complex and not the best use of resources. We experience duplication, complex organisational issues (such as IT systems and keeping data separate), and challenges of governance and oversight. By its nature, this model is also fragile and lacks a formal underpinning. It is not a long-term solution. We can be more effective together, consolidating our resources and working strategically across the country.

What happens if the proposal does not get consent?

This course of action is not a *fait accompli*. We believe that it is the right thing, but it cannot happen without the consent of you, our member communities. If the vote is not in favour, to the level required, then the combination will not take place. We would retain separate identities and infrastructures. We would return to being two distinct organisations with different strategic futures.

Can our community vote against and still join if it happens?

If the proposal is approved, all current members of LJ and MRJ that sign a membership agreement will automatically become members of the new entity on the day of transfer. The draft of the membership agreement can be found in this pack.

No community will have to join, but all will be automatically entitled to do so, however they voted in the EGM.

What are the financial implications for my community?

The financial contribution made by each community towards the cost of the infrastructure of the movement is one of the more complex aspects of the proposal.

In both movements, this amount is currently calculated as a percentage of subscription income. Over a number of years, MRJ communities have been through a process of reducing the percentage of their subscription income allocated to the movement, whereas LJ communities have remained at a constant. This means that LJ communities currently contribute a higher percentage of their subscription income.

We are proposing a process of equalisation over the first three years of the new entity, during which current MRJ communities will pay the same percentage of NRSI (Net Relevant Subscription Income) as they currently do, while current LJ communities have a staggered reduction, to match the process MRJ has already been through.

During the first three years of the new entity, as we build the organisation and the Board looks at key aspects of its work, we will be able to establish the core cost base, and the fundraising potential, which we believe is much greater than currently achieved.

After the first three-year period, there will be a review which will include the method by which community contributions are calculated. This review has been included in the Rules so it is a commitment for the new organisation.

Is there a financial risk associated with the project?

The first thing that was carried out at the start of this process was an independent exercise of financial due diligence. The Boards noted that this did not raise any red flags for either organisation. Had it done so, neither Board would have approved the work on this project. This also means that we are clear about the financial strengths of the two organisations and what each is bringing into the new entity.

With the exception of the financial due diligence exercise, all the other costs of the project have been covered by donations from people who want to see the legal combination happen, including a contribution to the CEOs' time spent on this work. This is one of the reasons that there is confidence in the fundraising potential of the new Movement: a new entity that works better to serve the interests of all the Progressive Jews of the UK.

Will my community have a say in the work of the Movement?

The new Movement is an opportunity for all of us to shape something new together. The proposed governing arrangements include a quarterly meeting, to be called the Forum of Members, at which representatives of every member community and associate member, clergy, and representatives of our youth movements, will be invited to come together to discuss the work of the developing Movement. This will be especially important in the first few years.

More formally, every member community will continue to vote at general meetings and be able to nominate people to the Trustee Board, the elected body which has responsibility for the legal, financial and operational management of the organisation.

The votes will include a weighted voting system. The model being proposed for the initial three years is a relatively 'flat' system, in which only the small number of very large communities will receive additional votes, reflecting that they represent a very large number of Progressive Jews in this country. The nature of the model reflects that we all have a shared investment in the creation of the new organisation. The weighted voting system is included in the review that will take place after the first three years.

What will the name of the new Movement be?

Since the beginning of this process, we have been using the phrase 'Progressive Judaism'. There is an article in the booklet sent to all communities in October last year which looks at the origins and use of the phrase dating back to 1857. You can read the article [here](#).

One of the pieces of feedback that we received was the importance of differentiating between the denominational identity (Progressive, Reform, Liberal) and the organisational identity. This is important for several reasons, including advice from legal experts about organisational clarity. It also reflects our expectation that communities will choose to keep their current names, with their different denominational descriptors, while being clear their affiliation is to the 'umbrella' of Progressive Judaism. The proposal is therefore that the company name will be The Movement for Progressive Judaism.

What will be the relationship of the new Movement to my community?

The main organising principle for the new Movement will be the same as for the two existing movements, LJ and MRJ. It will be a membership organisation, made up of autonomous communities, most of which are themselves independent charities. As is the case now, membership will be open to communities rather than individuals.

Our communities are diverse in make-up, size, location, resources, culture, liturgy and religious practice. This diversity, and the freedom of communities to develop in different ways, is central to the richness and beauty of Progressive Judaism in the UK. Each autonomous community has its own board of trustees (or other governing body), responsible for running their own community.

In the new organisation, the nature of the relationship between movement and communities, and the rights and responsibilities of membership, will be made clearer through a membership agreement which is included in this pack.

We have heard very strongly that members will welcome a document that clarifies and encodes this relationship, as well as laying out a dispute resolution process which we hope we won't need to use!

Will my community need to change?

No. The diversity of communities and their freedom to develop in different ways is central to the richness and beauty of Progressive Judaism in the UK. We are absolutely committed to communities retaining their individual identities, services and practices. There won't be changes to prayer books or congregational *minhag* (customs and practices) and we certainly won't be asking any community to remove Liberal or Reform from their name. This is also built into the nature of the relationship between movement and communities, as articulated clearly in the membership agreement.

What about issues of Jewish status and inclusion?

On issues of conversion, Jewish status, the welcome of mixed-faith families, and LGBTQI+ inclusion, Liberal and Reform communities and the clergy bodies already have strongly shared values and very similar procedures and policies. Over the last 20 years, the two movements have become much closer on these matters. Our two movements already recognise the status and conversion decisions of the other and will continue to do so. There are, of course, some differences in emphasis and procedures – this diversity can be retained within our shared values.

What will be the implications for clergy training?

Reform and Liberal rabbis in the UK have always trained together at Leo Baeck College and many rabbis have served both movements. From the beginning of this conversation, it has been clear that there is a shared commitment to high quality clergy training taking place in the UK and that this is vital to ensure a thriving Progressive Jewish community.

What will be the implications for the two Youth Movements?

Our two Youth Movements – LJY-Netzer and RSY-Netzer – currently have different offerings at different times of the year and cater to different audiences. It would make no sense to disrupt this.

Both LJY-Netzer and RSY-Netzer are semi-autonomous and the decision about their future belongs to them. By working together with them as one movement, we can ensure that they benefit from better resources and a shared infrastructure that increases their welfare and logistical support, while allowing their output to continue to be separate. This also means a larger offering and greater presence in all our communities.

What will happen to the offices at the Montagu Centre and Sternberg Centre?

This is an area about which the Board of the new Movement will need to make decisions after the combination has taken effect. We are committed to ensuring that every penny received from communities is used to strengthen Progressive Judaism in this country, while respecting the heritage of both movements.

Do you anticipate that there will be any staff redundancies?

MRJ and LJ are both currently at their lowest staffing levels for many years, as we work towards the possibility of legal combination. Any recruitments that have been made over the last few years have been made carefully with this in mind. The two organisations have also been co-operating closely during this period, with many of the employees of LJ and MRJ working across both organisations under service level agreements. This being the case, we do not anticipate that any current employee of MRJ or LJ will be made redundant because of the combination.

What about the two CEOs?

The new Movement's Board will ultimately decide on the composition of its senior team after the legal combination. In the meantime, we believe the leadership of the two CEOs will be essential in the early years of the new Movement and will ensure continuity and stability.

They will continue to bring their complementary skills to the huge amount of work ahead, with new divisions of responsibility and role.

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3.1 Key features of the proposed governing arrangements

This document outlines some of the key features of the proposed new governing arrangements, together with the rationale behind choices that have been made.

You can see the full draft rules and articles in this pack including explanatory notes. Please note that aspects of the arrangements, such as the powers of the membership, are split across the rules and articles and these should be read together.

The principles behind the governance arrangements were developed by a working group of the Advisory Board, before being developed by the Advisory Board and agreed by the two existing movement boards. The draft rules and articles have been prepared by a lawyer.

What form will the new organisation take and why?

The Movement will be incorporated as a Company Limited by Guarantee.

Being an incorporated entity gives the Board and members limited liability. There are two forms of incorporated entity – a Charitable Incorporated Organisation (CIO) or a Company Limited by Guarantee (CLG). Both have advantages. In our case, the process over the coming year has led us to recommend the CLG option.

In the case of a CIO, the Charity Commission approves the charitable status of a new charity before it can be incorporated. This can take several months, meaning a long delay after the EGMs before the new movement can exist. In the case of a CLG, the company is initially incorporated, and it then applies for registration as a charity. The new movement can be incorporated immediately after the EGMs (if the resolutions are carried), and we can address administrative issues while waiting for the Charity Commission.

Who will be the members?

The membership principle of the new movement will be the same as for the two existing movements, LJ and MRJ. It will be a membership organisation, made up of autonomous communities, most of which are themselves independent charities. As is the case now, membership will be open to communities rather than individuals.

Our communities are diverse in make-up, size, location, resources, culture, liturgy and religious practice. This diversity, and the freedom of communities to develop in different ways, is central to the richness and beauty of Progressive Judaism in the UK. Each autonomous community has its own board of trustees (or other governing body), responsible for running their own community.

In the new organisation, the nature of the relationship between movement and communities, and the rights and responsibilities of membership will be made clearer through a membership agreement which

is included in this pack. We have heard very strongly that members will welcome a document that clarifies and encodes this relationship, as well as laying out a dispute resolution process.

If the proposal is approved, all current members of LJ and MRJ that sign a membership agreement will automatically become members of the new entity on the day of transfer. The draft of the membership agreement can be found in this pack.

How will decisions be made?

As is currently the case, the new entity will have two main decision-making bodies: the Board of Trustees and meetings of the membership, the Forum of Members. The elected Board of Trustees are trustees of the organisation for the purposes of charity law and are the directors for the purposes of company law. The Board has responsibility for the legal, financial and operational management of the organisation. Every member community will have the right to nominate candidates for election to the Trustee Board.

Representatives of member communities will meet quarterly in the Forum of Members. Also invited to this meeting will be representatives of any associate members, the clergy, senior professional staff, and representatives of our youth movements to ensure that their voices are heard in strategic decision making. The Forum will be a space to receive reports on the work of the Movement, to question the Honorary Officers and the senior professional team, and to discuss the strategy and future development of the Movement. This will be especially important as we shape the priorities and work of the new organisation.

The Forum will also have formal powers, including the election of the Trustee Board, and of the Chair of Trustees. As a matter of company law, this will take place at a formal annual general meeting.

Some recommendations of the Board will specifically require approval from the membership. These include: receiving the accounts and approving the basis on which contributions will be calculated; approving resolutions to admit or terminate the membership of Members or Associates; approving resolutions to appoint President and Vice-Presidents; approving resolutions to amend the Governing Documents or the form of the Membership Agreement.

In any membership organisation, there is a balance between empowering an elected Board of Trustees to lead the charity and to fulfil their legal and statutory duties, while also ensuring that members have a strong voice. We believe that the balance being proposed is right.

Who will have a formal vote, and how will this be calculated?

On occasions, including at general meetings, there will need to be formal votes of the membership. The Advisory Board's sub-group looking at proposed governing arrangements considered two questions: who should have a vote, and how will the weighting of those votes be arranged.

Who will have a vote:

This is an area of difference between the current movements. In the case of MRJ, only the member communities have a vote. In LJ, in addition to the members, all clergy currently serving a community are entitled to their own vote, as are the members of its Board of National Officers.

The governance group recommended that in the new organisation, voting at meetings of the membership should be only for the members (that is, the communities), rather than extended to anyone else.

This was not a straightforward decision. The Advisory Board felt it was important to differentiate between the members (communities) and other key voices in the movement who will specifically be entitled to attend and speak at meetings.

When modelling took place, it was also evident that the addition of votes for a much greater number of serving clergy in a unified movement, and the number of large clergy teams, would also have impacted on the balance of voting power within the new organisation.

Clergy will be formally represented in the Board of Trustees (see below).

Weighted voting

Both the current movements use a weighted voting system, and the Governance Group recommended that this also be the case in the new organisation. However, the rules are currently different in LJ and MRJ. We therefore carried out extensive modelling to present a model that is right for this new movement. It was felt that for the initial period of the new movement, it is important to have a model that intentionally recognises the breadth of the membership. It should encourage working towards constructive agreement across different sizes, locations and denominations of community. At the same time, the voting model should acknowledge that several larger communities represent a significant proportion of the Progressive Jews of this country.

We are therefore recommending that every member community have one vote, plus one further vote for each additional 400 of its adult members/congregants in excess of 500. Associate communities cannot vote. Importantly, this is one of the areas in which there is a specific commitment written into the rules for a review to be initiated in 2027.

How will the Trustee Board be composed?

If consent is received in May, the Trustee Board will go through three phases as the new Movement is created:

1. Initial "implementation" Trustees (between incorporation and legal combination taking effect)

The first trustees (who will be the first directors for purposes of the Companies Act) will be the Chairs of LJ and MRJ respectively, together with additional individuals from the existing MRJ and LJ Boards. The Implementation Board will be responsible for administrative matters to prepare for the combination of LJ and MRJ taking effect. Unless any of them are nominated to serve on the "launch" Board, the implementation Board will all resign on 1 January 2026.

2. The 'launch' Board (between the legal combination taking effect and the first AGM)

During the period between the incorporation and the end of the year, the Boards of MRJ and LJ will establish a Nominations Group which will consider potential candidates, including those put forward by member communities, to act as the Trustees from 1 January 2026 (when the combination will take effect) until the first AGM. The Nominations Group will recommend these 'launch trustees' to the boards of LJ and MRJ, to include at least two 'legacy roles' - one specifically from MRJ and one from LJ. In addition, the 'launch' board will include two members of clergy (one Liberal and one Reform in background).

This Board will begin to meet to address issues of substance for the new movement during the launch period. With effect from 1 January 2026, they will be co-opted onto the Board of the new Movement and will work through the initial phase until the first AGM.

3. From the first AGM

With effect from the first AGM, the Trustees will be elected by the members and the two clergy nominees by the Clergy Bodies. The Chair (or Co-chairs) will be directly elected by constituent member communities and other honorary officers chosen by the Board from amongst the Trustees. Trustees will be eligible to serve for up to three terms of two years.

Candidates for election as Trustees will be recommended by a Nominations Committee. Constituent members will also have a right to propose candidates for election under the terms of the constitutional documents.

Composition of the Board

The Board of Trustees will consist of up to 12 members, which reflects (as does all the work that has been done) good practice guidance for charities of this size.

A full Board of Trustees will consist of:

- Chair or Co-chairs (directly elected by the members from the first AGM)
Honorary Treasurer
Honorary Secretary
- Two representatives from the Clergy Bodies
(initially one Reform, one Liberal in background)
- Up to seven other Trustees
(initially to include at least two legacy roles, one LJ, one MRJ)

Charity good practice is now to recruit and select trustees in similar ways to senior staff, reflecting the importance of the role. The remit of the Nominations Group will be to ensure that the Board contains the skills and attributes required while also reflecting the diversity of experiences, geography and denominational backgrounds of Progressive Jews in the UK.

Can membership be terminated and what happens in case of dispute?
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Member communities are always free to terminate their membership, with twelve months' notice. The need for notice is that the movement will set its budget based on projected community contributions over a twelve-month period.

The Movement can terminate the membership of a constituent member in only very limited circumstances, and then only following the completion of the dispute resolution process set out in the Rules. At that point, the decision to terminate the membership of either a Member or Associate would require a resolution to be proposed by the Board for the approval of the Forum of Members.

One of the pieces of feedback that we have heard is that there has not been sufficient clarity in the past about the rights and obligations of membership, nor what happens when these are not fulfilled. This is why the proposal is that the new Movement will have a Membership Agreement and a clear dispute resolution process. The membership agreement identifies four obligations of membership the breach of which might mean that this process is needed:

- To make an annual contribution towards the costs of the infrastructure of the Movement, in accordance with the financial model agreed by the Forum of Members.
- To comply fully with the community's legal obligations
- To ensure that appropriate safeguarding, complaints, human resource, and whistleblowing policies and procedures are in place (with the support of the Movement where requested).

- To recognise the mutuality of the relationships within Progressive Judaism, and that Member and Associate communities are responsible to, and for, one another, by operating in a way that is supportive and respectful to the Movement and other communities and does not present a risk of bringing Progressive Judaism or its Member and Associate communities into disrepute.

In the event of one of these events occurring, the dispute resolution process can be invoked. This has three stages and is intended to allow for a resolution of the dispute in a mutually respectful way. The first stage is for the Chairs of the Board of Trustees and community to meet to see if they can resolve the dispute. If they are unable to do so, the second stage is to engage a neutral facilitator to seek to assist them to reach a resolution that is acceptable to both. Only if facilitation fails to resolve the dispute is termination to be considered.

What is the proposed review?

We recognise that some aspects of these proposals will benefit from review after the first few years of operation of a new Movement. We already know that these will include the model for the calculation of community contributions, the weighted voting model, and the method by which the Chair is elected. Other aspects are also likely to emerge during the first few years.

To ensure that this review take place, it has been written into the Rules of the new organisation that a Contribution and Governance Review Group will be formed in the Year commencing 1 January 2027 with a view to making recommendations to the Forum of Members in 2028, for implementation of approved recommendations in 2029.

Executive Summary of key features:

Quarterly meeting of Members (to be called the Forum of Members)

Including representatives of Members and Associates, Clergy, Representatives of Youth Movements to ensure their voice in strategic decision making.

Changes to the formal voting of Members

Weighted voting model designed for the first period of the life of the new Movement, with only Members having a vote

Membership Agreement

A document that clearly lays out the nature of the relationship between Movement and Members, and the rights and obligations of membership

Trustee Board composition and selection

Nominations Committee to recommend Trustees, ensuring balance of skills and attributes required and seeking to reflect the diversity of Progressive Jews in the UK. Two clergy on the Board (initially one from each current movement), 2 'legacy' positions in the first Board.

Review

Commitment to a review of contributions and governance arrangements for implementation at the end of the third year of the new Movement.

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3.2 Membership Agreement

Introduction

The Movement for Progressive Judaism (“MPJ”) is a membership organisation. It is made up of autonomous communities, most of which are themselves independent charities. Membership of MPJ is open to communities rather than individuals.

MPJ communities are diverse in make-up, size, location, resources, culture, liturgy and religious practice. This diversity, and the freedom of communities to develop in different ways, is central to the richness and beauty of Progressive Judaism in the UK.

The Board of Trustees of MPJ are the elected leaders of the organisation and are drawn from across Progressive Jewish communities affiliated to MPJ. The Board has responsibility for the legal, financial and operational management of MPJ as set out in the Rules and Articles of Association, working closely with MPJ’s Members and Associates.

Each autonomous community has its own board of trustees (or other governing body), with primacy of responsibility for the running of their own community, working closely with their own members.

Benefits and rights of membership

Through membership of MPJ, autonomous communities benefit from belonging to a national movement that works for the promotion and benefit of Progressive Jewish life across the UK.

MPJ has four principal missions:

1. To strengthen, support and connect communities
2. To promote, amplify and embolden our values and forms of Jewish life
3. To inspire, connect and nurture the next generations of Progressive Jews
4. To foster inclusion, provide resources, and pave the way for those seeking to join us

In delivering this work, MPJ is also responsible for the provision of activities and services that either cannot be provided by individual communities or are best provided together.

Access to these services is limited *only* to Member and Associate communities which contribute to the cost of the shared infrastructure of MPJ.

These rights include, but are not limited to:

- Access to the Beit Din / Batei Din of Progressive Judaism
- Access to resources, expertise and support services offered by MPJ, for example in relation to human resources/recruitment/safeguarding practices and development of policies
- Access to support with communications and PR, including the right to share events in MPJ publicity, support in securing wider press coverage, communications advice and support in crisis management

- Access to clergy support, including rabbinic recruitment, support with freelance rabbis, and employment of sponsored student rabbis
- Access to national and regional events and conferences, including networking, national gatherings, courses/learning and communal events
- Access to siddurim and publications at preferential rates
- Access for congregants to priority booking and preferential rates for the activities of MPJ's Youth Movements
- Membership of clergy body/bodies for the community's clergy

Member and Associate communities have the right to use the logo and other branding of MPJ and Progressive Judaism alongside that of their own community, thus publicly associating with the national movement. Use must terminate immediately if for any reason the community ceases to be a Member or Associate of MPJ.

Through MPJ, communities also have the benefit of affiliation to an international, Progressive Jewish Movement, the EUPJ (European Union for Progressive Judaism), and through them the WUPJ (World Union for Progressive Judaism), bringing us into the family of over 1.2 million Progressive Jews around the world.

Member and Associate communities have the right to representation at quarterly meetings of the Forum of Members in accordance with the Rules and Articles of Association of MPJ. Member communities have the right to vote at meetings of the Forum of Members and at general meetings of MPJ. Member communities have the right to put forward individual members for nomination as Trustees of the Board of MPJ.

Responsibilities of membership

Through their membership of MPJ, autonomous communities recognise that they are bound to one another and to MPJ. They take upon themselves a set of shared responsibilities. These include a commitment to contribute to the cost of shared infrastructure, and responsibility for protecting the reputation of Progressive, Reform, and Liberal Judaism in the UK.

The leaderships of MPJ and of each of its Member and Associate communities also have a commitment to ensuring that their own communities operate lawfully, meet their legal obligations (including, where relevant, as charities), and work to meet the highest standards in relation to safeguarding, recruitment, employment, volunteer and staff wellbeing, and conduct.

As members of MPJ, Member and Associate communities commit to the following core responsibilities:

1. To make an annual financial community contribution, in accordance with the financial model agreed by the Forum of Members.
2. To comply fully with their legal obligations in the spirit of those laws.
3. To ensure that appropriate safeguarding, complaints, human resource, and whistleblowing policies and procedures are in place. MPJ is available to support this work where requested.
4. To recognise the mutuality of MPJ, and that Member and Associate communities are responsible to, and for, one another, by operating in a way that is supportive and respectful to MPJ and other communities and does not present a risk of bringing MPJ or its Member and Associate communities, into disrepute.

MPJ also asks that Member and Associate communities:

- encourage the participation of their community, its representatives and clergy in MPJ related activity to help shape the strategy and growth of Progressive Jewish life in the UK;
- share appropriate, anonymised data through an annual return with MPJ to enable more effective strategic planning.

Dispute resolution

MPJ and its Member and Associate communities are committed to seeking resolution to any disputes in a non-confrontational and respectful manner.

Disputes may arise, for example, because a Member or Associate community: fails to pay its community contribution or associate fee (and has not agreed a payment plan with the Board), fails to observe the requirements of this agreement, or brings MPJ into disrepute.

The Rules of MPJ set out a three-stage process for the resolution of disputes, starting with a confidential meeting between the chairs of MPJ and the Member or Associate. If the dispute cannot so be resolved, the process then proceeds to the appointment of a neutral facilitator who will seek to assist the parties to resolve the dispute by agreement between them. Only if facilitation fails does the Forum of Members ultimately rule on the outcome of the dispute.

MPJ Constitutional Documents

The constitution of MPJ is set out in its Rules and Articles of Association. The Rules and Articles of Association govern the relationship between MPJ and its Members and Associates, and this membership agreement must be read in conjunction with them. In the event of any inconsistency between this membership agreement and the Rules and Articles of Association, the Rules and Articles of Association prevail.

If the form of the membership agreement annexed to the Rules is amended, then corresponding amendments shall be deemed to have been made to this agreement with effect from the start of the Year next following the date on which the Membership Agreement is amended.

For Members and Associates that are not CIOs or Companies Limited by Guarantee

Unincorporated organisations

In the case of an organisation which is not a body corporate (such as a trust or an unincorporated association), the organisation does not have the legal standing to be a Member or Associate of the Movement in its own name.

Instead, the organisation shall nominate one individual ("the Representative Individual"), being one of its own congregants, to be recorded in MPJ's registers as a Member (or Associate) representing the organisation.

The organisation shall be entitled at any time to nominate another individual (being one of its own congregants) to be the Representative Individual and must do so if the Representative Individual ceases to be a congregant.

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

RULES

-of-

THE MOVEMENT FOR PROGRESSIVE JUDAISM

(Incorporated in England and Wales under Registered No. [xxxxx])

Draft Rules	Explanatory notes (not forming part of the Rules)
<p>1. Preliminary</p> <p>1.1 These are the Rules of the Movement for Progressive Judaism. They were adopted by the Board on [DATE] and they take effect from 1 January 2026.</p> <p>1.2 Words and expressions used in these Rules shall (unless the context otherwise required) have the same meaning as they have in the Movement's Articles of Association.</p> <p>1.3 These Rules and the Membership Agreements may be amended by a resolution of the members in general meeting on the recommendation of the Board.</p> <p>1.4 These Rules are made in accordance with the Movement's Articles of Association, and must be read in conjunction with them. If there is any inconsistency between these Rules and the Articles of Association, the Articles of Association prevail.</p>	<p>These are the Rules of MPJ. They supplement the Articles of Association and need to be read in conjunction with them.</p> <p>These first Rules take effect from 1 January 2026, and can subsequently only be amended with the approval of Forum.</p>
<p>2. The Forum</p> <p>2.1 There shall be the Forum, which will consist of the Representatives of the Members.</p> <p>2.2 The following shall be entitled to attend and speak at meetings of the Forum, but shall have no vote:</p> <p>2.2.1 The Trustees;</p> <p>2.2.2 The Representative of each Associate;</p> <p>2.2.3 Clergy from each Member and Associate;</p> <p>2.2.4 A representative of each Clergy Body;</p> <p>2.2.5 A representative of each Youth Movement; and</p> <p>2.2.6 anyone invited by the Board.</p> <p>2.3 There shall be a meeting of the Forum immediately following each Annual General Meeting of the Movement.</p> <p>2.4 The Board shall convene at least three other meetings of the Forum in each Year.</p> <p>2.5 At least fourteen clear days' notice shall be given of a meeting of the Forum. The notice must be given to everyone entitled to attend and speak at the meeting. The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the</p>	<p>Forum is a quarterly meeting of representatives of member and associate congregations and others associated with MPJ. The different categories of membership are discussed in relation to Article [xx] of the Articles of Association.</p> <p>The Rules contemplate that there may be more than one representative body for clergy and more than one youth movement. The extent to which the clergy bodies and the youth movements of MRJ and LJ combine will be a decision for them to make.</p> <p>Forum is intended to be less formal than General Meetings of MPJ and not be subject to the formalities of the Companies Act.</p> <p>It will allow an opportunity for discussion and feedback between member congregations and the Movement. The first meeting will be immediately following the first AGM. Meetings will thereafter occur at least quarterly (with one meeting being held at the</p>

<p>meeting did not receive it because of an accidental omission by the Movement.</p> <p>2.6 Save to the extent that these Rules provide to the contrary, Articles 6.8, 11, 12, and 13 shall apply <i>mutatis mutandis</i> to meetings of the Forum.</p>	<p>same time as the AGM in each year).</p> <p>Voting rights and quora, are as for general meetings.</p>
<p>3. The business of the Forum</p> <p>3.1 The business for each meeting of the Forum shall be determined by the Board. In setting the agenda, the Board shall endeavour to ensure that during the course of each Year the Forum shall:</p> <p>3.1.1 Discuss the strategy and future development of the Movement, and the Forum shall have the flexibility to undertake that discussion through, for example, workshops and seminars, and not necessarily in plenary session;</p> <p>3.1.2 Receive reports from the Board on particular aspects of the work of the Movement, with the intention that over a period of time (which may be more than one Year) the Forum shall have an opportunity to review each aspect of the Movement's activities; and</p> <p>3.1.3 Have opportunities to question the Honorary Officers and the senior management team of the Movement;</p> <p>3.2 If the Board determines that the Forum should consider, and if thought fit, pass, any of the following resolutions, the business of the Forum must include</p> <p>3.1.4 resolutions to admit new Members and Associates on the recommendation of the Board;</p> <p>3.1.5 resolutions to terminate the membership of Members or Associates on the recommendation of the Board;</p> <p>3.1.6 resolutions to amend the forms of the Membership Agreements; and</p> <p>3.1.7 resolutions to appoint the President and Vice-presidents on the recommendation of the Board.</p> <p>3.3 With effect from 1 January 2029, the business to be conducted at the last Forum meeting in a Year must include receiving a draft Budget for the Movement and a resolution to approve the Board's recommendation for the basis on which the Contribution shall be calculated.</p> <p>3.4 The following resolutions may be proposed only by the Board and may be approved only if approval is recommended by the Board:</p>	<p>In addition to the opportunity to discuss matters of interest to member congregations, there will be an opportunity to question the Board and the senior management team, and to receive reports from the Board.</p> <p>Admission of new members, and the termination of a membership is subject to a vote of the Forum. The Forum appoints the President (if any) and Vice-presidents</p> <p>Because Trustees are directors of the Movement for Companies Act purposes, they must be appointed by a formal general meeting of Members.</p> <p>The Forum approves the community contribution. If the contribution is not approved for any reason, the Board will need to call a fresh meeting of Forum to consider an alternative contribution.</p> <p>Certain key matters (admission and termination of membership, appointment the President and vice-presidents, amendments to the Rules and to the membership agreements, and the approval of the contribution) can only be proposed by the Board.</p>

<p>3.4.1 resolutions to admit new Members and Associates;</p> <p>3.4.2 resolutions to terminate the membership of Members or Associates;</p> <p>3.4.3 resolutions to appoint the President and Vice-presidents on the recommendation of the Board;</p> <p>3.4.4 resolutions to amend these Rules or the form of the Membership Agreements; and</p> <p>3.4.5 resolutions to approve the Contribution for a Year.</p> <p>3.5 In the Year commencing on 1 January 2027 the Forum shall appoint a Contribution and Governance Review Group (“the Group”). The Group shall meet with a view to making recommendations to Forum as early as possible in 2028 on the following matters:</p> <p>3.5.1 The basis on which the Contribution shall be calculated for the Year commencing 1 January 2029 and thereafter;</p> <p>3.5.2 Whether the Chair (or Co-chairs) should continue to be elected at the Annual General Meeting, whether the Chair (or Co-chairs) should be chosen by the Trustees from amongst their own number, and the number of Trustees to be nominated by the Clergy Organisations; and</p> <p>3.5.2 Whether any changes should be made to Article 6.8 in respect of the voting entitlement of Members.</p>	
<p>4. Membership Agreement</p> <p>4.1 The Membership Agreement shall be in the form or forms annexed to these Rules. There may be different forms of Membership Agreement according to the nature or status of the Member or Associate.</p> <p>4.2 In the event that the form of Membership Agreement applicable to a Member or Associate is amended, then the Member or Associate shall be bound by the amended Membership Agreement in the place of the old Membership Agreement, with effect from the start of the Year next following the date on which the amended Membership Agreement is amended.</p>	<p>Members and associates must subscribe to the membership agreement. There may be different forms to cater for different kinds of members (e.g. non-charities and unincorporated congregations). The form of these agreements can only be amended with the approval of Forum. If there is a change in the form of the agreement, the new form takes effect from the beginning of the next calendar year.</p>
<p>5. Termination of Membership</p> <p>5.1 If a Member or Associate gives notice to resign pursuant to Article 8.2, the Forum shall be informed of that notice at the next Forum meeting. If the membership of a Member or Associate is terminated</p>	<p>These Rules set out the process that needs to be followed in the event of a breach of the Membership Agreement (that is not cured), continuing failure to pay the community contribution, or bringing the Movement (in its</p>

<p>automatically under Article 8.1 (liquidation or winding-up), the Forum shall be notified of that fact at the next Forum meeting.</p> <p>5.2 If the Board believes that a Member or Associate is in breach of its Membership Agreement, the Member or Associate shall be given the opportunity to rectify the breach within a reasonable period as determined by the Board (“the Cure Period”). If at the end of the Cure Period, the breach has not been rectified to the satisfaction of the Board, either the Board or the Member or Associate may invoke the Dispute Resolution procedure as set out in Rule 7.</p> <p>5.3 If a Member or Associate is in default with any payment of the Contribution or other payment due to the Movement (or any payment plan agreed in writing between the Movement and the Member concerned) for a period of not less than six months, either the Board or the Member or Associate may invoke the Dispute Resolution procedure as set out in Rule 7.</p> <p>5.4 If the Board believes that a Member or Associate has brought the Movement into disrepute, or the Board otherwise believes that it is in the best interests of the Movement, either the Board or the Member or Associate may invoke the Dispute Resolution procedure as set out in Rule 7.</p> <p>5.5 If at the conclusion of the Dispute Resolution procedure, the dispute has not been resolved to the satisfaction of both the Board and either the Member or Associate (as the case may be), then</p> <p style="padding-left: 40px;">5.5.1 the Member or Associate can give notice to terminate its membership in accordance with Article 8.2; or</p> <p style="padding-left: 40px;">5.5.2 the Board may propose a resolution for the Forum that the membership of that Member or Associate shall be terminated. Any such resolution shall be agreed by a simple majority. The Member or Associate in question shall be entitled to speak against the resolution, and shall be entitled to reply to the debate. In the event of a tie of votes, the resolution shall not be carried.</p> <p>5.6 If, exceptionally, for any reason it is not possible or practical to convene a meeting of the Forum to consider a resolution to terminate the membership of a Member or Associate, the resolution may be determined by written resolution. The document accompanying the form of the proposed resolution shall include a statement by the Board and a statement by the Member. Such statements shall be as succinct as the circumstances shall dictate and shall be written in language reflecting the Movement’s shared values of respectful speech. Any dispute as to the content of a statement shall be resolved by the President (or if there is no President, by the Vice-presidents).</p>	<p>wider sense) into disrepute.</p>
<p>6. Electronic and hybrid meetings</p>	<p>Rule 6 sets out the process for electronic and hybrid meetings to ensure that those participating</p>

<p>6.1 General meetings of the Movement and meetings of the Forum may be held in person, on a hybrid basis, or wholly on-line. The format of meeting held on a hybrid basis or wholly on-line shall be determined by Board.</p> <p>6.2 In respect of the formal conduct of business, persons participating remotely in a hybrid or wholly on-line meeting shall have all the rights of persons participating in person. Persons participating remotely will count toward the quorum, and will have the right to speak and to vote.</p> <p>6.3 Voting by persons participating remotely shall be by electronic means, in accordance with instructions given by the person chairing the meeting.</p> <p>6.4 In the event of technological difficulty or failure during a hybrid or wholly on-line meeting, the person chairing the meeting shall suspend the meeting for not more than 30 minutes whilst every effort is made to rectify the situation. In the event that the technical difficulty or failure persists for more than 30 minutes, the business of the meeting (in the case of a hybrid meeting) will resume amongst those persons present in person, providing that the meeting remains quorate. The re-starting of business without remote participants will not prevent remote participants from rejoining the meeting at a later time when the technical issue has been resolved. The “technological difficulty or failure” referred to in this Rule 6.4 refers to the technology and connectivity used by the Movement to deliver a meeting, and not to any issues experienced by individual participants as a result of their own hardware, software or connectivity issues. Remote participants are responsible for their own equipment and connection, and for taking note of instructions circulated prior to each event.</p> <p>6.5 No one attending a meeting remotely may record the proceedings (video, audio, or both) without the consent in writing of the person chairing the meeting.</p>	<p>electronically have the same rights as if they participated in person</p>
<p>7. Dispute Resolution</p> <p>The Dispute Resolution procedure is as follows:</p> <p>7.1 In the event that the Dispute Resolution procedure is invoked, there shall be a confidential meeting or meetings between the Chair (or a Co-chair) (or a person nominated by them) and the chair (or equivalent) of the Member or Associate (or a person nominated by them). Those persons shall use their best endeavours and acting in good faith to resolve the dispute.</p> <p>7.2 If the dispute is unable to be resolved between the respective chairs (or their representatives) within one month of the invocation of the Dispute Resolution procedure (or such longer period as the chairs (or their representatives) shall both agree), the Board and the Member shall appoint a neutral person to act as a facilitator. If they are unable to agree on the person to be appointed, the facilitator shall be, or shall be</p>	<p>The dispute resolution process has three stages.</p> <p>The first stage is a private meeting or meetings between the Chair of the Board and the chair of the member.</p> <p>If they are unable to resolve the dispute, the member organisation and the Board shall appoint a neutral person to act as a facilitator to assist them in resolving the dispute. If they are unable to agree on a neutral person, the neutral shall be appointed by the Movement President (or Vice-presidents).</p>

<p>appointed by the President (or the Vice-presidents if there is no President). In the event that the President (or the Vice-presidents) believe that they are not appropriately qualified to make an appointment, they may delegate the making of that appointment to an independent person whom they consider, in their absolute discretion, to be appropriately qualified to make the appointment. Any fees of the facilitator shall be paid equally by the Member or Associate and the Movement. The facilitator shall use their reasonable endeavours to seek to assist the Member or Associate and the Board to resolve the dispute. The facilitator shall use their reasonable endeavours to assist the parties to resolve the dispute within one month of being appointed (or such longer period as may be agreed by the Member, the Board, and the facilitator). If the dispute cannot be resolved to the satisfaction of the Member or Associate and the Board, the facilitator may, but shall not be obliged, to make a written report to the Board, which shall be copied to the Forum.</p>	<p>Finally, if the dispute cannot be resolved with the assistance of a neutral facilitator, the issue is put to the Forum.</p>
<p>8. Contributions</p> <p>8.1 For the Years commencing 1 January 2026, 2027, and 2028 Contributions shall be determined by the Board but shall be:</p> <p>8.1.1 in the case of Members who were on 31 December 2025 a member of either MRJ or of LJ, no greater than such percentage of the Member's subscription income that would have been paid to MRJ or LJ (as the case may be) had the Member continued to be a member of that predecessor organisation;</p> <p>8.1.2 in the case of Members who were not on 31 December 2025 a member of either MRJ or LJ, no greater than the greater of the percentage of the subscription income that the Member would have been paid to MRJ or LJ had the Member been a member of MRJ or LJ on 31 December 2025.</p> <p>8.2 For the Year commencing 1 January 2029 and subsequent Years, the Contribution shall be determined in accordance with a formula approved by Forum.</p>	<p>The community contribution for the first three years shall be fixed using the same procedures and formulae as adopted by LJ or MRJ – to whichever the member was previously affiliated.</p> <p>For subsequent years, the contribution shall be fixed by a resolution of Forum. If Forum is unable to agree on a contribution for any reason, the Board will need to call a fresh meeting of Forum to consider an alternative contribution.</p>

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM AND ARTICLES OF ASSOCIATION
-of-
THE MOVEMENT FOR PROGRESSIVE JUDAISM

(Incorporated in England and Wales under Registered No. [xxxx])

THE COMPANIES ACT 2006

**MEMORANDUM OF ASSOCIATION OF THE MOVEMENT FOR PROGRESSIVE
JUDAISM**

A COMPANY LIMITED BY GUARANTEE

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber:	Authentication by each subscriber:

Dated:

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION OF THE MOVEMENT FOR PROGRESSIVE JUDAISM

A COMPANY LIMITED BY GUARANTEE

Draft Articles of Association		Explanatory notes (not forming part of the Articles)
<p>1. Preliminary</p> <p>1.1 This document comprises the articles of association of the Movement and no regulations set out in any statute or statutory instrument concerning companies shall apply as articles of association of the Movement.</p> <p>1.2 The Movement is the successor to the Movement for Reform Judaism (company number 07431950) (:MRJ”) and to Liberal Judaism (ULPS) (company number 08281223) (“LJ”).</p> <p>1.3 Unless the context requires otherwise, in these Articles:</p>		<p>The Articles are the formal constitution of the Movement required under the Companies Acts. Many of the provisions contained in the Articles are required under the Companies Acts and the Charities Acts.</p> <p>A number of constitutions of member organisations refer to one or other of MRJ and LJ “or their successors”. Article 1.2 makes it clear that MPJ is the successor to MRJ and LJ.</p>
address	means a postal address or, for the purposes of electronic communication, an e-mail address, in each case registered with the Movement;	<p>These definitions are used in both the Articles and the Rules.</p> <p>The differences between Affiliate and Member status are considered in more detail under Article [xx].</p> <p>The definitions contemplate that there may be more than one representative body for clergy (and more than one beit din) and more than one youth movement. The extent to which the clergy bodies and the youth movements of MRJ and LJ combine will be a decision for them to make.</p>
Articles	means these articles of association, and each an Article;	
Associate	means a congregation that has been admitted to Associate status;	
Beit Din	means a beit din of a Clergy Body;	
The Board	means the board of Trustees;	
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;	
Clergy Body	means an organisation or organisations of progressive Jewish clergy approved by the Board;	
the Commission	means the Charity Commission for England and Wales;	
Committee	means a committee established in accordance with Article 20;	
Companies Acts	means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Movement;	

Congregant	means an individual who is a full adult member of a Member or Associate in accordance with criteria set out in the Rules;	
the Forum	means a meeting of Representatives held in accordance with the Rules;	
connected person	<p>means:</p> <p>(a) a child, parent, grandchild, grandparent, or sibling of a Trustee;</p> <p>(b) the spouse or civil partner of a Trustee or of any person falling within paragraph (a) of this definition;</p> <p>(c) a person carrying on business in partnership with a Trustee or with any person falling within paragraphs (a) or (b) of this definition;</p> <p>(d) an institution which is controlled:</p> <p style="padding-left: 40px;">(i) by the Trustee or any of their connected persons falling within paragraphs (a) to (c) of this definition; or</p> <p style="padding-left: 40px;">(ii) by two or more persons falling within paragraph (a) of this definition when taken together;</p> <p>(e) a body corporate in which:</p> <p style="padding-left: 40px;">(i) a Trustee or any of their connected persons within paragraphs (a) to (c) of this definition has a substantial interest; or</p> <p style="padding-left: 40px;">(ii) two or more persons falling within paragraph (a) of this definition who, when taken together, have a substantial interest;</p>	
Contribution	the community contribution payable in accordance with Article 7 and the Rules;	
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;	
financial benefit	means a benefit, direct or indirect, which is either money or has a monetary value;	
Honorary Officer	means any or all of Chair (or Co-Chairs), Vice-Chair, Treasurer, and Secretary;	

Member	means a congregation that has been admitted to Membership of the Movement;	
Membership Agreement	An agreement between a Member or Associate and the Movement in the form prescribed by the Rules;	
The Memorandum	means the Movement's memorandum of association;	
the Movement	means the Movement for Progressive Judaism;	
the Nominations Committee	means the recruitment and nominations Committee established by the Board pursuant to Article 20.5;	
the Objects	means the objects of the Movement set out in Article 3;	
ordinary resolution	has the meaning given in section 282 of the Companies Act 2006;	
present	includes being present by suitable electronic means agreed by the Board in which a participant or participants in a meeting may communicate with all the other participants having the right to vote at the meeting;	
proxy notice	has the meaning given in Article 12.X;	
Representative	means an individual appointed to represent a Member or an Associate at a general meeting of the Movement or at a meeting of the Forum;	
Rules	The rules and by-laws made in accordance with Article 27;	
special resolution	has the meaning given in section 283 of the Companies Act 2006;	
subsidiary	has the meaning given in section 1159 of the Companies Act 2006;	
the Trustees	means the directors of the Movement who shall be charity trustees as defined by section 177 of the Charities Act 2011 (and each a Trustee);	
writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.	
Year	means a calendar year commencing on 1 January;	

Youth Movement	means the youth movement or movements of the Movement.	
<p>1.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.</p> <p>1.4 Unless the context otherwise requires words or expressions contained in these Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when these Articles becomes binding on the Movement.</p> <p>1.5 Apart from the exception mentioned in the Article 1.4, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.</p> <p>1.6 In construing these Articles, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.</p> <p>1.7 Sections 350 to 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in the definition of "connected person". Section 189 of the Charities Act 2011 applies for the purpose of interpreting the terms used in Article 26.</p> <p>1.8 The headings in these Articles are for convenience only and shall not affect their meaning.</p>		
<p>2. Liability of Members</p> <p>The liability of the Members is limited to a sum not exceeding £10, being the amount that each Member undertakes to contribute to the assets of the Movement in the event of its being wound up while it is a Member or within one year after it ceases to be a Member, for:</p> <p>2.1 payment of the Movement's debts and liabilities incurred before it ceases to be a Member;</p> <p>2.2 payment of the costs, charges and expenses of winding up; and</p> <p>2.3 adjustment of the rights of the contributories among themselves.</p>		<p>For a company limited by guarantee, each member is required to contribute a fixed amount (in this case £10) in the event that the company is liquidated and is unable to pay its debts.</p>
<p>3. Objects</p>		<p>These are the objects of the Movement.</p> <p>The Movement is incorporated in England and Wales, and will be subject to the regulation of the Charity</p>

<p>3.1 The objects of the Movement are to promote, advance and foster Judaism and to promote any charitable purpose to further the welfare of the Jewish people in the UK, in Israel or elsewhere in the world.</p> <p>3.2 Nothing in the articles shall authorise an application of the property of the Movement for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and section 2 of the Charities Act (Northern Ireland) 2008.</p>	<p>Commission of England and Wales.</p> <p>If the Movement has significant operations in Scotland or Northern Ireland, it will come under the jurisdiction of the relevant Scottish and Northern Irish charity regulators. Article 3.2 ensures that the Movement satisfies the requirements of Scottish and Northern Irish charity law as well as that of England and Wales. It is anticipated that these requirements will not in practice limit the activities of the Movement.</p>
<p>4. Powers</p> <p>4.1 The Movement has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, but without limitation, the Movement has power to:</p> <p>4.1.1 raise funds to further its Objects provided that in doing so, the Movement must not undertake any substantial permanent trading activity which is not itself charitable and must comply with any relevant statutory regulations;</p> <p>4.1.2 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;</p> <p>4.1.3 sell, lease or otherwise dispose of all or any part of the property belonging to the Movement provided that in exercising this power the Movement must comply as appropriate with ss117-121 of the Charities Act 2011;</p> <p>4.1.4 borrow money and to charge the whole or any part of the property belonging to the Movement as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation provided that the Movement must comply as appropriate with ss124 – 126 of the Charities Act 2011 if it wishes to mortgage land;</p> <p>4.1.5 co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;</p> <p>4.1.6 establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;</p> <p>4.1.7 acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;</p>	<p>Article 4 sets out what the Movement is allowed to do in pursuing its objects. The opening paragraph of Article 4.1 makes it clear that the Movement can do anything which is conducive or incidental to achieving its objects.</p> <p>The Articles do not include a "laundry list" of all the activities that the Movement will undertake, as any such list can never be comprehensive and can go out of date. Instead, the Movement has the power to do anything which is calculated to further the objects of promoting, advancing and fostering Judaism.</p> <p>The list in paragraphs 4.1.1 onwards follow the recommendation of the Charity Commission.</p>

<p>4.1.8 set aside income as a reserve against future expenditure in accordance with its policy about reserves;</p> <p>4.1.9 employ and remunerate such staff as are necessary for carrying out the work of the Movement (including the provision of pensions for such staff and their dependants) and the Movement may employ or remunerate a Trustee only to the extent it is permitted to do so by the Commission and by Article 17 and provided it complies with the conditions in that Article;</p> <p>4.1.10 make provision for the benefit of persons employed or formerly employed by the Movement or any of its subsidiaries (other than a Trustee or former Trustee) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Movement or that subsidiary.</p> <p>4.1.11 deposit or invest funds; employ a professional fund-manager; and arrange for the investments or other property of the Movement to be held in the name of a nominee;</p> <p>4.1.12 provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;</p> <p>4.1.13 pay out of the funds of the Movement the costs of forming and registering the Movement both as a company and as a charity.</p>	
<p>5 Application of income and property</p> <p>5.1 The income and property of the Movement shall be applied solely towards the promotion of the Objects.</p> <p>5.2 A Trustee:</p> <p>5.2.1 is entitled to be reimbursed from the property of the Movement or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the Movement;</p> <p>5.2.2 may benefit from trustee indemnity insurance cover purchased at the Movement's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;</p> <p>5.2.3 may receive an indemnity from the Movement in the circumstances specified in article 26; and</p> <p>5.2.4 may not receive any other benefit or payment unless it is authorised in accordance with Article 17.</p> <p>5.3 Subject to Article 5.5, none of the income or property of the Movement may be paid or transferred directly or indirectly by way of</p>	<p>The Movement can only use its income and assets for the promotion of its objects.</p> <p>Article 5.2 prohibits payments being made to Trustees other than in the limited circumstances set out.</p> <p>Article 5.3 prohibits the Movement from distributing its profits to Members and Associates (e.g. like a commercial company paying dividends to its shareholder). However, it does not prevent members benefiting from the activities of the Movement in their capacity as beneficiaries of the charity (in other words in their capacity as Jewish congregations), or being paid for goods or services they may supply to the Movement (e.g. hall hire).</p> <p>Article 5.4 prohibits Trustees from doing business with the movement or being employed by the</p>

dividend, bonus, or otherwise by way of profit to any Member or Associate. This does not prevent a Member or Associate receiving:

5.3.1 a benefit from the Movement in the capacity of a beneficiary of the Movement; or

5.3.2 reasonable and proper remuneration for any goods or services supplied to the Movement.

5.4 No Trustee or connected person may:

5.4.1 buy any goods or services from the Movement on terms preferential to those applicable to members of the public;

5.4.2 sell goods, services, or any interest in land to the Movement;

5.4.3 be employed by, or receive any remuneration from, the Movement;

5.4.4 receive any other financial benefit from the Movement;

unless the payment is permitted by Article 5.5, or authorised by the court or the prior written consent of the Charity Commission has been obtained.

5.5 A Trustee or connected person may:

5.5.1 receive a benefit from the Movement in the capacity of a beneficiary of the Movement.

5.5.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Movement where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.

5.5.3 Subject to Article 5.6, provide the Movement with goods that are not supplied in connection with services provided to the Movement by the Trustee or connected person.

5.5.4 receive interest on money lent to the Movement at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

5.5.5 receive rent for premises let by the Trustee or connected person to the Movement. 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.

5.5.6 take part in the normal trading and fundraising activities of the Movement on the same terms as members of the public.

Movement unless it is permitted by Article 5.5.

Articles 5.5 to 5.7 set out the circumstances in which a Trustee is permitted to do business with the Movement.

<p>5.6 The Movement and the Trustees may only rely upon the authority provided by Article 5.5.3 if each of the following conditions is satisfied:</p> <p>5.6.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Movement or the 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 Movement.</p> <p>5.6.2 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.</p> <p>5.6.3 The other Trustees are satisfied that it is in the best interests of the Movement 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.</p> <p>5.6.4 The affected Trustee (a) is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with them or it with regard to the supply of goods to the Movement and (b) 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.</p> <p>5.6.5 The reason for their decision is recorded by the Trustees in the minute book.</p> <p>5.6.6 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 5.3.</p> <p>5.7 In Articles 5.2 to 5.6, "charity" includes any company in which the Movement:</p> <p>5.7.1 holds more than 50% of the shares; or</p> <p>5.7.2 controls more than 50% of the voting rights attached to the shares; or</p> <p>5.7.3 has the right to appoint one or more directors to the board of the company.</p>	
<p>6. Members and Associates</p> <p>6.1 A Member (other than the original subscribers to the Memorandum) must be a congregation which has satisfied the Board that it follows aims and objects consistent with those of the Movement, conducts regular religious services, provides facilities for religious education and accepts as binding the rulings of a Beit Din on matters of Jewish status.</p>	<p>Article 6 deals with Members and Associates.</p> <p>Only Members have a right to vote at general meetings and at Forum. Associates may attend such meetings and speak at them, but they have no vote.</p> <p>Associates are congregations that do</p>

<p>6.2 An Associate must be a congregation which is ineligible to become a Member, but has satisfied the Board that the objectives of that congregation are consistent with the criteria established by the Board for associateship from time to time. References in these Articles to “membership” shall in the case of an Associate (or an applicant to become an Associate) shall be deemed to be a reference to its status as an Associate.</p> <p>6.3 Congregations which have applied for membership of the Movement and whose application has been recommended by the Board to the Forum, whose application has been approved by the Forum in accordance with the Rules, which have executed a Membership Agreement in accordance with any applicable Rules, and whose details have been entered into the registers of the Movement shall be Members or Associates respectively.</p> <p>6.4 The Board must keep a register of names and addresses of the Members and Associates.</p> <p>6.5 The Board may refuse to recommend to the Forum any application for membership if, acting reasonably, they consider it to be in the best interests of the Movement to do so. They shall inform an applicant in writing of any refusal to recommend within twenty-one days of that decision. In the event that the Board refuses to recommend an application, it shall offer the applicant the opportunity to submit written representations about that refusal. The Board’s decision following any written representations shall be notified to the applicant in writing and shall be final.</p> <p>6.6 Subject to Article 6.14, membership is not transferable.</p> <p>6.7 Subject to Articles 6.11, 7.2 and 8.4, a Member shall be entitled to receive notice of and through its Representatives to attend, speak, and vote at General Meetings, and an Associate shall be entitled to receive notice of and through its Representative, attend and speak at General Meetings but not to vote.</p> <p>6.8 Each Member will on a poll have one vote plus one further vote for each additional 400 of its Congregants in excess of 500. The votes available to any Member may only be cast together (and not split in any way) either in favour or against the resolution or other subject-matter of a vote.</p> <p>6.9 Each Member and Associate shall, in respect of each Year, respond to a request from the Movement in the form required by the Board giving statistical and other information determined by the Board, including details of the number of its Congregants (“Annual Return”). The Annual Return shall be completed and returned to the Movement within two months of it being treated as having been received in accordance with Article 25.9. Each Member and Associate shall each Year submit to the Movement a copy of its most recent audited accounts or, if the Member (or Associate) does not prepare audited accounts, its most recent accounts examined and signed by an</p>	<p>not satisfy the requirements for Membership (for example because they do not hold regular services). If and when an Associate satisfies the requirements for Membership it is required to apply for Membership.</p> <p>Applications for membership are made to the Board. If the Board recommends that the applicant should become a member, that recommendation is put to the Forum for approval.</p> <p>If the Board declines to recommend an application, the applicant has an opportunity to submit written representations for the Board to make a reconsideration.</p> <p>Members and Associates are required to provide statistical information to the Movement each year as well as a copy of their accounts. If a Member fails to do so, its voting rights will be based on the number of Congregants stated on its previous Annual Return (or if there is no such previous return, the Board will make an estimate).</p> <p>The Movement must have two members on its incorporation. These will be the [congregations of the current Chairs of MRJ and LJ].</p> <p>On the combination taking effect, congregations that are members of LJ or MRJ on 31 December 2025 shall be automatically entitled to become members of MPJ (without the need for a vote of Forum) – subject to signing a membership agreement and agreeing to pay the community contribution.</p> <p>Article 6.13 addresses congregations which are constituted as trusts or unincorporated associations. Such organisations must nominate up to four individuals to be registered as members (or associates) of the Movement on its behalf.</p>
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independent accountant, in each case within one month following their adoption by the Member or Associate ("Member Accounts").

6.10 Subject to paragraph 6.11, the number of Congregants shown in the latest available Annual Return for each Member shall be used to calculate the number of votes to which a Member is entitled for the purposes of a poll in accordance with paragraph 6.8.

6.11 If a Member has not submitted its Annual Return within the time period for doing so, then

6.11.1 the number of that Member's Congregants included in its previous Annual Return shall be used to calculate the number of votes to which that Member is entitled for the purposes of a poll in accordance with Article 6.8; or

6.11.2 if there is no previous Annual return, the Board shall, in good faith, estimate the number of that Member's Congregants. The Board shall notify the Member concerned of such estimate which shall be used to calculate the number of votes to which that Member is entitled for the purposes of a poll in accordance with Article 6.8.

The number of Congregants determined in accordance with Articles 6.11.1 or 6.11.2 shall then be used until the Member has submitted its Annual Return which shall then be used for this purpose.

6.12 Notwithstanding the other provisions of this Article 6 and the Rules,

6.12.1 The first Members shall be the subscribers to the Memorandum; and

6.12.2 a congregation which:

6.12.1 applies to become a Member or Associate before the first annual general meeting of the Movement;

6.12.2 was as at 31 December 2025 a member or associate of either MRJ or LJ; and

6.12.3 has executed a Membership Agreement;

shall thereupon become a Member or Associate of the Movement and shall be entered by the Board in the register of Members and Associates.

6.13. In the event that an Associate becomes qualified to apply to be a Member of the Movement, it must apply for such Membership in accordance with Article 6.1. If such application is accepted by the Forum, it shall thereupon cease to be an Associate and shall become a Member. The register of Members and Associates shall be updated to reflect the change in status.

<p>6.14 In the case of an organisation which is not a body corporate, the organisation does not have the legal standing to be a Member or Associate of the Movement in its own name. Instead, the organisation shall nominate one individual (“the Representative Individual”), being one of its own Congregants, to be recorded in the register of Members and Associates as a Member (or Associate) representing the organisation (where the organisation would otherwise qualify for membership). The name of the organisation that the individual represents shall also be recorded in the register. In these Articles and the Rules references to a Member or Associate shall, unless the context otherwise requires, be to the organisation represented by the Representative Individual. The organisation shall be entitled at any time to nominate another individual (being one of its own Congregants) to be the Representative Individual in the place of the existing Representative Individual, whereupon the Register of Members and Associates shall be updated to reflect that fact.</p>	
<p>7. The Contribution</p> <p>7.1 The Contribution shall be calculated and paid in accordance with the terms of the Membership Agreement and the Rules.</p> <p>7.2 If any Member is in default with any payment of the Contribution (or any payment plan agreed in writing between the Movement and the Member concerned) any entitlements of such Member to benefit from its Membership, including any right to vote at a general meeting, shall be suspended until all outstanding payments have been made in full or the Member has agreed a payment plan in writing with the Movement.</p> <p>7.3 The obligation to pay the Contribution under the provisions of this Article 7 shall not apply to Associates provided that the Board may resolve that the continued membership of an Associate, and its entitlement to benefit from its Associate status is subject to it agreeing to pay an annual fee as set by the Board from time to time. If any Associate is in default with any payment of its fee (or any payment plan agreed in writing between the Movement and the Associate concerned) any entitlements of such Associate to benefit from its Associate status, shall be suspended until all outstanding payments have been made in full or the Associate has agreed a payment plan in writing with the Movement.</p>	<p>Community contributions will be determined by Forum under the Rules.</p> <p>If a Member is in default of paying its community contribution without having agreed a payment plan with the Movement, the benefits from its membership shall be suspended.</p> <p>Associates are not required to make a community contribution. Instead, they pay a fee determined by the Board</p>
<p>8. Termination of Membership</p> <p>8.1 The membership of a Member or Associate shall be terminated automatically if it is liquidated or wound-up (whether solvent or insolvent) or otherwise ceases to exist.</p> <p>8.2 A Member or Associate may resign its membership (unless, after the resignation, there would be less than two Members) by giving the Movement not less than 12 months’ notice in writing.</p>	<p>The provisions relating to termination of membership must be read in conjunction with the Rules, which place limits on the ability of the Movement to exclude a Member or Associate.</p> <p>In particular, the Rules set out a dispute resolution process which must be followed before a Member or Associate</p>

<p>8.3 The membership of a Member or Associate may be terminated in accordance with the Rules if</p> <p>8.3.1 it is in breach of its Membership Agreement and such breach has not been rectified in accordance with the Rules;</p> <p>8.3.2 it is in default with any payment of the Contribution (or any payment plan agreed in writing between the Movement and the Member concerned) for a period of not less than six months; or</p> <p>8.3.3 if the Board believes that it has brought the Movement, or its Members or Affiliates, or any of them, into disrepute, or the Board otherwise believes that it is in the best interests of the Movement.</p> <p>8.4 Pending investigation and/or a decision on a potential termination of the membership of a Member or Associate, the Board may suspend such membership by a resolution of three quarters of the Trustees present and voting in favour, and on giving immediate written notice to the Member or Associate concerned. The membership of a Member or Associate shall automatically be suspended if that Member or Associate is subject to an insolvency procedure. Such suspension shall be on terms as determined by the Board and shall be kept under regular review. Any entitlements of a suspended Member or Associate to benefit from its membership shall be suspended. A suspended Member shall not be entitled to vote at any general meeting. A suspended Member shall continue to be obliged to pay the Contribution.</p>	<p>can be excluded from the Movement.</p> <p>In extreme cases, the Board may vote by a 75% majority to suspend membership.</p>
<p>9. General meetings</p> <p>9.1 The Movement must hold its first annual general meeting within eighteen months after the date of its incorporation.</p> <p>9.2 An annual general meeting must be held in each subsequent Year and not more than fifteen months may elapse between successive annual general meetings.</p> <p>9.3 The Board may call a general meeting at any time. The Board shall call a general meeting within 28 days of receipt of a requisition in writing signed on behalf of five Members having a right to attend and vote at the meeting.</p> <p>9.4 The business of the Annual General Meeting shall be:-</p> <p>9.4.1 to receive the annual report from the Trustees on the activities of the Movement in the preceding Year and such other reports as the Board may propose;</p> <p>9.4.2 to receive any report which a Trustee appointed (or any other representative nominated) by the Clergy Bodies may wish to make;</p>	<p>The Companies Act imposes requirements on companies limited by guarantee to hold formal general meetings, including an annual general meeting. The provisions of this Article are largely dictated by the requirements of company law.</p>

<p>9.4.3 to receive any report which the Trustee responsible for the Youth Movements may wish to make;</p> <p>9.4.4 to receive the Treasurer's report and the audited accounts;</p> <p>9.4.5 to appoint an auditor;</p> <p>9.4.6 to appoint the Chair (or Co-chairs) who shall thereby become a Trustee or Trustees;</p> <p>9.4.7 to appoint Trustees (not being the Chair or Co-chairs);</p> <p>9.4.8 to consider any Resolutions proposed by the Board or any five Members, any proposed Resolution shall be submitted to the Board in writing at least twenty-eight days prior to a General Meeting; and</p> <p>9.4.9 to consider any other business which may be admitted at the sole discretion of the chair of the meeting.</p>	
<p>10. Notice of general meetings</p> <p>10.1 The minimum periods of notice required to hold a general meeting of the Movement are:</p> <p>10.1.1 twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution;</p> <p>10.1.2 fourteen clear days for all other general meetings.</p> <p>10.2 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 of the total voting rights exercisable on a poll.</p> <p>10.3 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 and Article 12.</p> <p>10.4 The notice must be given to all the Members, Associates, the Trustees, and the auditors.</p> <p>10.5 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 Movement.</p>	<p>The Companies Act imposes requirements on companies limited by guarantee to give adequate notice of general meetings, including the annual general meeting. The provisions of this Article are largely dictated by the requirements of company law.</p>

<p>11. Proceedings at general meetings</p> <p>11.1 No business shall be transacted at any general meeting unless a quorum is present.</p> <p>11.2 A quorum is five Members present by their Representative or by proxy and having a right to attend and vote upon the business to be conducted at the meeting.</p> <p>11.3 If:</p> <p style="padding-left: 40px;">11.3.1 a quorum is not present within half an hour from the time appointed for the meeting; or</p> <p style="padding-left: 40px;">11.3.2 during a meeting a quorum ceases to be present;</p> <p>the meeting shall be adjourned to such time and place as the chair of the meeting shall determine.</p> <p>11.4 The Members present by their Representative or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.</p> <p>11.5 The person who is chairing the meeting must decide the date, time and place at which an adjourned meeting is to be reconvened, such that the date must be sufficient to allow notice of the reconvened meeting to be given in accordance with Article 11.6.</p> <p>11.6 The Board must reconvene the meeting in accordance with the determination of the chair of the meeting, and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.</p> <p>11.7 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 by their Representative or by proxy at that time shall constitute the quorum for that meeting.</p> <p>11.8 General meetings shall be chaired by the Chair. If there is no such person or they are not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees present at the meeting shall chair the meeting. If that person is unwilling or unable to chair the meeting any other Trustee selected by the Members present shall chair the meeting.</p> <p>11.9 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.</p> <p>11.10 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:</p> <p style="padding-left: 40px;">11.10.1 by the person chairing the meeting; or</p>	<p>Company law sets out requirements for the procedures to be followed at general meetings, including the annual general meeting. The provisions of this Article are largely dictated by the requirements of company law.</p>
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<p>11.10.2 by at least one Members present by their Representative or by proxy and having the right to vote at the meeting.</p> <p>11.11 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive.</p> <p>11.12 The result of the vote must be recorded in the minutes of the Movement, but the number or proportion of votes cast need not be recorded.</p> <p>11.13 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. 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.</p> <p>11.14 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. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.</p> <p>11.15 Any objection to the qualification of any Representative or proxy to attend or vote must be raised at the meeting at which the vote is to be tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the person chairing the meeting whose decision shall be final.</p> <p>11.16 The Rules may provide for a system for electronic attendance and voting at general meetings which must be adhered to by any persons utilising such system.</p> <p>11.17 Those entitled to attend and speak at a general meeting shall be:</p> <p style="padding-left: 40px;">11.17.1 Representatives;</p> <p style="padding-left: 40px;">11.17.2 proxies of Members;</p> <p style="padding-left: 40px;">11.17.3 Trustees; and</p> <p style="padding-left: 40px;">11.17.4. anyone invited by the Board.</p>	
<p>12. Representatives and Proxies</p> <p>12.1 Each Member, being a body corporate, may by notice in writing to the Movement appoint a Representative (who shall be a Congregant of such Member) to represent that Member and vote on that Member's behalf at General Meetings and at meetings of the Forum.</p> <p>12.2 Each Associate, being a body corporate, may appoint a Representative (who shall be a Congregant of such Associate) to</p>	<p>Members can either appoint a representative or a proxy to attend general meetings.</p> <p>It is anticipated that most members will appoint representatives. However, as company law gives members a right to appoint a proxy, this article includes provisions dealing with the appointment of a proxy.</p>

represent the Associate at General Meetings and meetings of the Forum.

12.3 In the case of an organisation that is not a body corporate, the Representative Individual may by notice in writing to the Movement appoint a Representative (who shall be a Congregant of such organisation) to represent that organisation and (in the case of a Member) vote on that Member's behalf at General Meetings and at meetings of the Forum.

12.4 A Member or Associate that is a body corporate but has not appointed a Representative or a proxy will be deemed to have appointed the chair or co-chair (or if they are not present the vice chair) of such Member or Associate to be its Representative unless the Movement has received written notice from the Member or Associate that such persons shall not be entitled so to act. A Member or Associate that is not a body corporate but has not appointed a Representative or a proxy will be deemed to have appointed the Representative Individual as its Representative.

12.5 The Board may set the requirements and notice (if any) needed for the valid appointment of a Representative which shall be set out in the Rules. Any notice given to the Movement will be conclusive evidence that the Representative is entitled to represent the Member or Associate or that their authority has been revoked. The Movement shall not, when determining the number of votes cast on any resolution, be required to consider whether any Representative has been properly appointed by the Member.

12.6 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which -

12.6.1 states the name and address of the Member appointing the proxy;

12.6.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

12.6.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and

12.6.4 is delivered to the Movement in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

12.7 The Movement may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

12.8 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.

<p>12.9 Unless a proxy notice indicates otherwise, it must be treated as -</p> <p>12.9.1 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</p> <p>12.9.2 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.</p> <p>12.10 An appointment under a proxy notice may be revoked by delivering to the Movement a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.</p> <p>12.11 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.</p>	
<p>13. Written resolutions</p> <p>13.1 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 Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:</p> <p>13.1.1 a copy of the proposed resolution has been sent to every person entitled to attend such a meeting;</p> <p>13.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members entitled to vote on a poll at such a meeting has signified its agreement to the resolution; and</p> <p>13.1.3 it is contained in an authenticated document which has been received at the electronic address or office of the Movement specified in any document accompanying the proposed resolution within the period of 28 days beginning with the circulation date.</p> <p>13.2 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.</p> <p>13.3 The Representative of a Member may signify the agreement of that Member.</p>	<p>In circumstance where it is impractical to hold a general meeting, a written resolution signed by the relevant number of Members is permitted.</p>
<p>14. Trustees</p> <p>14.1 A Trustee must be a natural person aged 16 years or older.</p>	<p>The Trustees are the directors of the Movement for the purposes of company law and trustees of the Movement for the purposes of charity law.</p>

<p>14.2 No one may be appointed a Trustee if they would be disqualified from acting under the provisions of Article 16.</p> <p>14.3 There shall be at least five Trustees but (unless otherwise determined by ordinary resolution) there shall be no more than twelve Trustees.</p> <p>14.4 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Movement. The first Trustees may co-opt further persons to be Trustees who shall serve until the conclusion of the Movement's first Annual General Meeting.</p> <p>14.5 At the first annual general meeting all the Trustees must retire from office unless by the close of the meeting the Members have failed to appoint sufficient Trustees to hold a quorate meeting of the Board. Subject to Articles 14.7 and 14.13, a retiring Trustee shall be eligible for re-appointment.</p> <p>14.6 With effect from the conclusion of the Movement's first annual general meeting, the Trustees shall comprise:</p> <p style="padding-left: 40px;">14.6.1 the Chair (or Co-chairs) who shall be appointed as such at a general meeting;</p> <p style="padding-left: 40px;">14.6.2 the Trustees (other than the Chair or Co-chairs, but shall include the other Honorary Officers) who shall be appointed at a general meeting;</p> <p style="padding-left: 40px;">14.6.3 two Trustees nominated by the Clergy Bodies (if there are two or more Clergy Bodies the Board shall decide how the Clergy Bodies shall nominate Trustees);</p> <p style="padding-left: 40px;">14.6.4 such other Trustees co-opted by resolution of the Board.</p> <p>14.7 The Movement may by ordinary resolution at any general meeting appoint a person who is willing to act to be a Trustee (including to be the Chair or Co-chair)</p> <p style="padding-left: 40px;">14.7.1 who has been recommended for appointment by the Nominations Committee; or</p> <p style="padding-left: 40px;">14.7.2 where not less than fourteen nor more than thirty-five clear days before the date of the meeting, the Movement is given a notice that:</p> <p style="padding-left: 80px;">(a) is signed by or on behalf of five Members;</p> <p style="padding-left: 80px;">(b) states the Members' intention to propose the appointment of a person as a Trustee;</p> <p style="padding-left: 80px;">(c) contains the details that, if the person were to be appointed, the Movement would have to file at Companies House; and</p>	<p>There must be at least five Trustees and no more than 12 Trustees.</p> <p>An implementation board shall act as the first Trustees from the date the Movement is incorporated until 31 December 2025. The implementation board shall be the Chairs of LJ and MRJ and other individuals drawn from the two organisations involved in the implementation of the combination. The members of the implementation board have undertaken to resign as Trustees with effect from 31 December 2025 unless they are appointed to the Initial Board in accordance with the following procedure. The members of the implementation board will be notified to Companies House under Article 14.4</p> <p>The boards of LJ and MRJ shall establish a nominations group which will recommend names of the individuals who are to serve as the members of the Initial Board of MPJ. The implementation board has undertaken to co-opt these individuals onto the Board of MPJ under Article 14.4 with effect from 1 January 2026.</p> <p>The Initial Board shall serve until the first AGM of the Movement. From the first AGM onwards, the Trustees will be elected by the Members. (Article 14.6 and 14.7).</p> <p>Candidates for election as Trustees shall either be nominated by the Nominations Committee or by Members (article 14.7)</p> <p>At each AGM, one half of the elected Trustees (excluding the Chair or Co-chairs) shall retire. In other words, Trustees will normally serve for a term of two years. (Article 14.8). For the second AGM it will be necessary to select the retiring Trustees by lot if they cannot agree the order of retirement.</p> <p>A Trustee may be nominated for re-election. In practice it is anticipated that the Nominations Committee would not recommend a</p>
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<p>(d) is signed by the person who is to be proposed to show their willingness to be appointed.</p> <p>14.8 Trustees who are appointed at a general meeting (other than the Chair or Co-chairs, shall serve as Trustees for a period until the next-but-one annual general meeting, save that one half of the Trustees appointed at the first annual general meeting (or if there are an odd number of Trustees so appointed, one half plus one) shall serve only until the next annual general meeting, such Trustees (unless they agree otherwise among themselves) shall be determined by lot.</p> <p>14.9 The Board may co-opt a person who is willing to act to be a Trustee. A Trustee co-opted by a resolution of the Board must retire at the next annual general meeting, but subject to Articles 14.7 and 14.13 shall be eligible for re-appointment.</p> <p>14.10 If a Trustee is required to retire at an annual general meeting by a provision of the Articles the retirement shall take effect upon the conclusion of the meeting.</p> <p>14.11 Subject to Articles 14.7 and 14.13, a retiring Trustee shall be eligible for re-appointment.</p> <p>14.12 The appointment of a Trustee, whether by the Movement in general meeting or by co-option by the Board, must not cause the number of Trustee to exceed any number fixed as the maximum number of Trustees.</p> <p>14.13 A Trustee may serve for up to six consecutive years. At the annual general meeting following the six consecutive year of service as a Trustee, the Trustee must retire and shall not be eligible to be reappointed.</p> <p>14.14 A Trustee may not appoint an alternate or anyone to act on their behalf at meetings of the Board.</p>	<p>Trustee for re-election after their second term of service – so the normal period of service as Trustee would be four years. The Nominations Committee has the discretion to recommend a third term of service for exceptional cases, bringing the maximum consecutive service to six years in total.</p> <p>So, if, for example, there were eight Trustees, four would be required to retire each year. The retiring Trustees would be eligible for re-election.</p> <p>The Board has power to co-opt Trustees. Any co-opted Trustee must retire at the next AGM, but are eligible for re-election.</p> <p>The Chair of the Board is subject to election separately from the other Trustees. The other Honorary Officers are chosen by the Board from amongst the Trustees.</p>
<p>15. Powers of Trustees</p> <p>15.1 The Board of the Trustees shall manage the business of the Movement and may exercise all the powers of the Movement unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.</p> <p>15.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Board.</p> <p>15.3 Any meeting of the Board at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Board.</p>	<p>The business of the Movement shall be under the control of the Board of Trustees</p>

<p>16. Disqualification and removal of Trustees</p> <p>A Trustee shall cease to hold office if they:</p> <p>16.1 ceases to be a Trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a Trustee;</p> <p>16.2 is disqualified from acting as a Trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);</p> <p>16.3 in the written opinion, given to the Movement, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;</p> <p>16.4 resigns as a Trustee by notice to the Movement (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);</p> <p>16.5 is absent without the permission of the Board from all their meetings held within a period of six consecutive months and the Board resolve that their office be vacated; or</p> <p>16.6 the Board resolve that they have conducted themselves in a manner which is detrimental to the best interests of the Movement and the Board resolve that their office be vacated.</p>	<p>This Article complies with the requirements of company and charity law on the disqualification and retirement of Trustees,</p>
<p>17. Trustee's interests</p> <p>17.1 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 Movement or in any transaction or arrangement entered into by the Movement which has not previously been declared. A Trustee must absent themselves from any discussions of the Board in which it is possible that a conflict will arise between their duty to act solely in the interests of the Movement and any personal interest (including but not limited to any personal financial interest).</p> <p>17.2 If a conflict of interests 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 interests where the following conditions apply:</p> <p>17.2.1 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;</p> <p>17.2.2 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</p>	<p>Company and charity law govern the manner in which conflicts of interest of Trustees are to be addressed. This article follows the recommendations of the Charity Commission.</p>

<p>17.2.3 the unconflicted Trustees consider it is in the interests of the Movement to authorise the conflict of interests in the circumstances applying.</p> <p>17.3 In this Article 17 a conflict of interests 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.</p> <p>17.4 The following shall not be a conflict for the Trustees for the purposes of the Articles:</p> <p>17.4.1. the setting of the Contribution in accordance with Article 7 but Trustees shall be treated as having a conflict in that regard insofar as they may be a congregant of a Member who is unable to pay or has otherwise defaulted in paying their Contribution; or</p> <p>23.4.2. their membership of a Member's congregation.</p>	
<p>18. Remuneration of Trustees</p> <p>The Trustees must not be paid any remuneration unless it is authorised by Article 5.</p>	
<p>19. Proceedings of the Board</p> <p>19.1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of these Articles.</p> <p>19.2 Any Trustee may call a Board meeting by giving notice of the directors.</p> <p>19.3 The Secretary must call a meeting to the other Trustees or by authorising the Secretary to give such notice.</p> <p>19.3 Notice of any Board meeting must:</p> <p>19.3.1 give its proposed date and time;</p> <p>19.3.2 state where it is to take place;</p> <p>19.3.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, state how it is proposed that they should communicate with each other during the meeting; and</p> <p>19.3.4 must be given to each Trustee, but need not be in writing.</p>	<p>This Article deals with the procedures that Board meetings must follow.</p>

<p>19.4 Questions arising at a meeting shall be decided by a majority of votes.</p> <p>19.5 In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.</p> <p>19.6 A meeting may be held by suitable electronic means agreed by the Board in which each participant may communicate with all the other participants.</p> <p>19.7 No decision may be made by a meeting of the Board unless a quorum is present at the time the decision is purported to be made.</p> <p>19.8 The quorum shall be five or the number nearest to one-half of the total number of Trustees, whichever is the greater, or such larger number as may be decided from time to time by the Board.</p> <p>19.9 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.</p> <p>19.10 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.</p> <p>19.11 If the Movement in general meeting has appointed a Chair, that person shall chair meetings of the Board. If the Movement in general meeting has not appointed a Chair, the Board shall appoint a Trustee to chair their meetings and may at any time revoke such appointment.</p> <p>19.12 The Board shall appoint Trustees to act as Vice-chair, Treasurer and Secretary.</p> <p>19.13 If the person appointed to chair meetings of the Board is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Vice-chair shall preside. If the Vice-chair is not present or is unwilling to preside, the Trustees present shall appoint one of their number to chair that meeting.</p> <p>19.14 The person appointed to chair meetings of the Board shall have no functions or powers except those conferred by the articles or delegated to them by the Board.</p> <p>19.15 A resolution in writing or in electronic form agreed by a simple majority of the persons entitled to receive notice of a meeting of the Board and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. The resolution in writing may comprise several documents</p>	
<p>20. Delegation</p> <p>20.1 The Board may delegate any of their powers or functions to a committee of two or more individuals, of whom at least one must be a</p>	<p>The Board is entitled to appoint committees to undertake particular functions set out in the committee's terms of reference. At least one member of the</p>

<p>Trustee, but the terms of any delegation must be recorded in the minute book.</p> <p>20.2 The Board may impose conditions when delegating, including the conditions that:</p> <p style="padding-left: 40px;">20.2.1 the relevant powers are to be exercised exclusively by the Committee to whom they delegate;</p> <p style="padding-left: 40px;">20.2.2 no expenditure may be incurred on behalf of the Movement except in accordance with a budget previously agreed with the Board.</p> <p>20.3 The Board may revoke or alter a delegation.</p> <p>20.4 All acts and proceedings of any Committees must be fully and promptly reported to the Board.</p> <p>20.5 Committees 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 the Board. The Board may make rules of procedure for all or any Committees, which prevail over rules derived from the Articles if they are not consistent with them.</p> <p>20.6 The Board shall appoint a Nominations Committee whose terms of reference shall include the making of recommendations for persons to serve as Trustees.</p>	<p>committee must be a Trustee.</p>
<p>21. Validity of Board decisions</p> <p>21.1 Subject to article 21.2, all acts done by the Board, or of a committee of the Board, shall be valid notwithstanding the participation in any vote of a Trustee:</p> <p style="padding-left: 40px;">21.1.1 who was disqualified from holding office;</p> <p style="padding-left: 40px;">21.1.2 who had previously retired or who had been obliged by the constitution to vacate office;</p> <p style="padding-left: 40px;">21.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;</p> <p>if without:</p> <p style="padding-left: 40px;">21.1.4 the vote of that Trustee; and</p> <p style="padding-left: 40px;">21.1.5 that Trustee being counted in the quorum;</p> <p>the decision has been made by a majority of the Trustees at a quorate meeting.</p> <p>21.2 Article 21.1 does not permit a Trustee or a connected person to keep any benefit that may be conferred upon them by a resolution of the Board or of a committee of the Board if, but for Article 21.1, the</p>	

<p>resolution would have been void, or if the Trustee has not complied with Article 17.</p>	
<p>22. Minutes</p> <p>The Board must keep minutes of all:</p> <ul style="list-style-type: none"> 22.1 appointments of officers made by the Board; 22.2 proceedings at general meetings of the Movement; 22.3 proceedings at meetings of the Forum; 22.4 meetings of the Board and committees of the Board including: <ul style="list-style-type: none"> 23.3.1 the names of the persons present at the meeting; 23.3.2 the decisions made at the meetings; and 23.3.3 where appropriate the reasons for the decisions. 	
<p>23. Accounts</p> <p>23.1 The Board 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.</p> <p>23.2 The Board shall ensure that an audit of the accounts is carried out by the auditor.</p> <p>23.3 The Board must keep accounting records as required by the Companies Act.</p> <p>23.4 Except as provided by law or authorised by the Board or an ordinary resolution of the Movement, no person is entitled to inspect any of the Movement's accounting or other records or documents merely by virtue of being a Member or Associate.</p>	
<p>24. Annual Report and Return and Register of Charities</p> <p>24.1 The Board must comply with the requirements of the Charities Act 2011 with regard to the:</p> <ul style="list-style-type: none"> 24.1.1 transmission of a copy of the statements of account to the Commission; 	

<p>24.1.2 preparation of an Annual Report and the transmission of a copy of it to the Commission;</p> <p>24.1.3 preparation of an Annual Return and its transmission to the Commission.</p> <p>24.2 The Trustees must notify the Commission promptly of any changes to the Movement's entry on the Central Register of Charities.</p>	
<p>25. Means of communication</p> <p>25.1 Subject to the Articles, anything sent or supplied by or to the Movement 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 Movement.</p> <p>25.2 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by the 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.</p> <p>25.3 Any notice to be given to or by any person pursuant to these Articles:</p> <p>25.3.1 must be in writing; or</p> <p>25.3.2 must be given in electronic form.</p> <p>25.4 The Movement may give any notice to a Member or Associate:</p> <p>25.4.1 personally; or</p> <p>25.4.2 by sending it by post in a prepaid envelope addressed to the Member or Associate at their address; or</p> <p>25.4.3 by leaving it at the address of the Member or Associate; or</p> <p>25.4.4 by giving it in electronic form to the electronic address of the Member or Associate; or</p> <p>25.4.5 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.</p> <p>25.5 In the case of an organisation that is not a body corporate, which has nominated an individual to be recorded in the register of Members and Associates as Members (or Associates) representing the</p>	

<p>organisation, notice under Article 25.4 may be given in the name of the organisation and not in the name of the individual.</p> <p>25.6 A Member or Associate who does not register an address with the Movement shall not be entitled to receive any notice from the Movement.</p> <p>25.7 A Member or Associate present by their Representative or a proxy at any meeting of the Movement shall be deemed to have received notice of the meeting and of the purposes for which it was called.</p> <p>25.8 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.</p> <p>25.8 Proof that an 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.</p> <p>25.9 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:</p> <p style="padding-left: 40px;">25.9.1 48 hours after the envelope containing it was posted; or</p> <p style="padding-left: 40px;">25.9.2 in the case of an electronic form of communication, 48 hours after it was sent.</p>	
<p>26. Indemnity</p> <p>The Movement shall indemnify relevant Trustees against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006 and subject to the conditions in section 189 of the Charities Act 2011. In this article a “relevant Trustee” means any Trustee or former Trustee of the Movement.</p>	
<p>27. Rules</p> <p>27.1 The Board may make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Movement. The Rules may be amended by the Members in general meeting on the recommendation of the Board.</p> <p>27.2 The Rules may regulate the following matters but are not restricted to them:</p> <p style="padding-left: 40px;">27.2.1 the Forum;</p> <p style="padding-left: 40px;">27.2.2 the admission of Members and Associates, the rights and privileges of Members and Associates, and the Contribution</p>	<p>This Article makes provision for the Rules and makes the Rules binding on Members and Associates.</p> <p>The Rules are initially adopted by the Board. However, they may be amended by a vote of the Members in general meeting.</p>

<p>and other fees or payments to be made by Members and Associates;</p> <p>27.2.3 the conduct of Members and Associates in relation to the Movement, to one another, and to the Movement's employees and volunteers;</p> <p>27.2.4 the resolution of disputes between the Movement on the one hand, and Members and Associates on the other;</p> <p>27.2.5 the procedure at general meetings and meetings of the Board in so far as such procedure is not regulated by the Companies Acts or by the Articles;</p> <p>27.2.6 generally, all such matters as are commonly the subject matter of company rules.</p> <p>27.3 The Board must adopt such means as they think sufficient to bring the Rules to the notice of Members and Associates.</p> <p>27.4 The Rules shall be binding on all Members and Associates. No Rule shall be inconsistent with, or shall affect or repeal anything contained in, the Articles. If there is any inconsistency, these Articles will prevail.</p>	
<p>28. Disputes</p> <p>If a dispute arises between Members or Associates about the validity or propriety of anything done by the Members or Associates under these Articles or the Rules, and the dispute cannot be resolved by the dispute resolution procedure under the Rules, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.</p>	<p>In the event that a dispute between a member and the Movement were to escalate to the point where litigation is in contemplation, this Article requires the parties to engage in good faith mediation before resorting to litigation</p>
<p>29. Dissolution</p> <p>29.1 The Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Movement after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Movement be applied or transferred in any of the following ways:</p> <p>29.1.1 directly for the Objects; or</p> <p>29.1.2 by transfer to any charity or charities for purposes similar to the Objects; or</p> <p>29.1.3 to any charity or charities for use for particular purposes that fall within the Objects.</p>	<p>In the event that the Movement was to be wound up, this Article determines how any surplus (after meeting liabilities) is to be applied.</p>

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

29.2.1 directly for the Objects; or

29.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

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

29.3 In no circumstances shall the net assets of the Movement be paid to or distributed among the Members (except to a Member that is itself a charity) and if no resolution in accordance with this Article is passed by the Members or the Board the net assets of the Movement shall be applied for charitable purposes as directed by the Court or the Commission.

Path to **Progressive Judaism**

4. Key features of the proposed financial arrangements

This document outlines some of the key features of the proposed new financial arrangements for the first three years of the proposed new Movement, together with some of the rationale behind decisions that have been made.

What are the current finances of the two movements like?

At the outset of this process in 2023, an independent financial due diligence process was conducted on behalf of the two existing movements. Had this raised any red flags for either organisation, neither Board would have approved the work on this project.

This process also provided us with a clear understanding of the financial strengths each organisation is bringing to the new entity. There are differences: MRJ has reserves, most of which are restricted or designated for specific purposes, such as RSY-Netzer bursaries or Manor House repairs if needed. LJ, while lacking similar reserves, holds the lease on the Montagu Centre, which is an asset that, if needed, can be realised.

Additionally, LJ communities currently contribute a higher percentage of their subscription income to the movement. Recognising these asymmetries, this proposal is viewed as a partnership of equals, focused on creating a new entity that will better serve the interests of all Progressive Jews in the UK.

While the immediate financial futures of both organisations are secure, and this is being proposed from a position of strength, this is also a plan for the future. There is greater stability, the opportunity to remove duplication in expenditure, and increased fundraising potential through a combination.

What will happen to the level of financial contribution made by communities?

The issue of financial contributions is one of the more complex aspects of the proposal.

Currently, both movements calculate the contribution as a percentage of subscription income. Over a number of years, MRJ communities have been through a process of reducing the percentage of their subscription income allocated to the movement, whereas LJ communities have remained at a constant. This means that LJ communities currently contribute a higher percentage of their subscription income.

We are proposing a process of equalisation over the first three years of the new entity. During this period, MRJ communities will continue to pay the same percentage of NRSI (Net Relevant Subscription Income) as they currently do, while LJ communities will see a phased reduction, to match the process MRJ has already been through. In Year 1, LJ communities will maintain the current level of 18%, reducing to 15.5% in Year 2, and 13.5% in Year 3. This approach, with the commitment that no community will pay a higher percentage in the first three years, will allow for a smooth financial transition as we build the organisation.

During the first three years of the new entity, as we build the organisation and the Board looks at key aspects of its work, we will be able to consolidate the core cost base, and establish the fundraising potential, which we believe is much greater than currently achieved. After the first three-year period, there will be a review which will include the method by which community contributions are calculated. This review has been included in the Rules so it is a commitment for the new organisation.

What is the fundraising potential of the new Movement?

Over the past 18 months, we have explored the fundraising potential within Progressive Judaism. Through these conversations, it is clear that there is strong support from individuals who want to help us become more effective in working with our communities, amplifying our voices and values, supporting young people and students, and reaching new communities. This includes former supporters who believe we can do this work more effectively together.

To date, with the exception of the financial due diligence exercise, all project costs have been covered by donations from individuals committed to seeing the legal combination happen. This includes contribution to the CEOs' time.

We also recognise that other parts of the Jewish world are more successful in their fundraising than we have been. For instance, current national fundraising within Progressive Judaism is less than a quarter of that which is raised in central Orthodoxy. Without ambition in fundraising, we cannot be ambitious in what we offer.

Are there savings in working together?

Most of our core expenditure goes towards staffing costs. Currently, both MRJ and LJ are operating with the lowest staffing levels in many years, as we prepare for the potential legal combination. As staff vacancies have arisen, we have chosen not to fill several posts, taking advantage of opportunities to reduce duplication and maximise efficiency. Many staff members are already working across both organisations under service level agreements. There is currently no duplication in the work of the staff team, and we do not anticipate any redundancies as a result of the combination. We are grateful for the extra efforts of the current team during this transitional period.

There are some significant future costs that will not be duplicated. Both organisations are ready to renew their websites and have been exploring new database systems to ensure GDPR compliance. By moving forward with the legal combination, these future costs will effectively be halved.

In terms of other expenditure, there are several areas where the first Board of the new Movement will need to make decisions once the combination takes effect. Some discussions, such as those around estate management or merging IT systems, can only begin once we are certain we're moving ahead.

What is the budget for the new Movement?

We are not able to provide a budget for the new entity as many of the variables are dependent on the decision of whether to proceed, while others involve decisions that by their nature will belong to the new Board.

We are clear about the financial priorities for the new Movement: We are committed to significantly increasing our fundraising efforts, reducing the burden of costs on communities, being clear about mission and purpose and how community contributions contribute to that work.

The goal is to be able to do more to grow and develop Progressive Judaism in the UK without asking more money from communities. This will require a more intensive and focussed approach to fundraising, as well as exploring other income streams and being more focussed on how resources are directed towards clear goals.

Consent to proceed with the formal legal combination will allow us to work with clergy and members of communities to identify areas of strategic priority for the new Movement, which will shape the budget for the first year of operation.

Path to **Progressive Judaism**

5. Vision and Purpose – what movement is for

This document outlines some of the key thinking about the purpose and mission of the new Movement. It reflects the hundreds of conversations that have taken place over the last 18 months about the role of movement and what movement should do and not do.

From the beginning, the proposal to come together has reflected a core belief that the work of movement can be done better if we do it together. We all have a shared ambition that Progressive Judaism be a prominent and essential part of Jewish lives in the UK, of the landscape of the Jewish community and of British society.

This document is not a strategic plan for a new Movement. This can only happen after a decision is made whether to proceed with a legal combination, when there will be opportunities for clergy and members to be involved in wide discussions about this work. This document is an architecture for this conversation and for the first stages of the new Movement.

This material has been developed by the CEOs through their conversations around the UK. It has been discussed at the Advisory Board and in the Boards of the two existing movements to give shape to the new Movement, what it will do and not do if we are able to proceed.

Much of what movement does is obvious. However, this is an opportunity to be clear about purpose, the way this purpose is delivered, and how this informs organisational structure and culture.

An organisation with a clear sense of purpose

The new Movement will be an organisation driven by a clear sense of purpose, based on four missions:

1. To strengthen, support and connect communities
2. To promote, amplify and embolden our values and forms of Jewish life
3. To inspire, connect and nurture the next generations of Progressive Jews
4. To foster inclusion, provide resources, and pave the way for those seeking to join us

In the conversations to follow the EGMs, these strategic priorities will be developed. Here is some of the initial thinking on each of them, why they matter and the role of the new Movement. This is not a complete or finished list, but a starting point for the work to come.

1. To strengthen, support and connect communities

Why this is core to movement:

- At the heart of a thriving Progressive Judaism is a network of vibrant communities across the country
- Progressive Judaism enriches lives and is a force for good
- Every community should be supported to reach its full potential, safely and legally
- For the Movement to thrive, communities must see it as a partner in their work

Ways the Movement can support this work:

Advice and consultation

Provide expert resources on HR, governance, safeguarding, fundraising, communications, and more. Support communities in transition, growth, or crisis.

Connection between communities

Facilitate networking and collaboration between communities, offering national and local events that would not be possible otherwise.

Resources for smaller and emerging communities

Supply training, materials, and clergy support, including resources for education, Tefillah, interfaith dialogue, social justice, and more.

Strategic thinking and development

Provide an overview of the landscape, fostering innovation and new opportunities for growth and development.

2. To promote, amplify and embolden our values and forms of Jewish life

Why this is core to movement:

- Being a Progressive Jew should be a source of pride, and we should be seen as central to UK Jewish life while respecting personal autonomy and inclusivity
- Progressive Judaism is the natural home for most of this country's Jews, and we should showcase the diversity and richness of our Jewish life
- We bring a unique and important voice to the Jewish and wider conversations, shaping how Judaism and religion are perceived globally
- We have a unique role in speaking for the marginalised, promoting social justice and being agents of change in line with our Jewish values

Ways the Movement can support this work:

Development of Media Strategy

Proactively engaging with press and media to generate stories and articles, from thought pieces to celebrations of communal life enabling a range of voices to be heard on key issues.

Engagement with Government and Civil Society

Developing a strategy for engagement with politicians, ensuring Progressive Judaism is represented at national events and involved in social justice and interfaith work.

Liaison with National and International Jewish Bodies and Israel

Leading the engagement with the Jewish Leadership Council, Board of Deputies, Israeli embassy, and international Progressive Jewish organizations to serve our members' interests.

Support for thought leadership

Developing and resourcing publications, videos, and online materials while supporting clergy bodies in thought leadership projects.

3. To inspire, connect and nurture the next generations of Progressive Jews

Why this is core to movement:

- Young people are the current and future leaders of Progressive Judaism, and we need to inspire and educate them for its continued success

- The quality of youth provision is a key factor in driving synagogue membership
- Our infrastructure needs to meet the needs of young people when they are outside their communities, for example at university. No one else is addressing this gap, and it is essential for our Movement to step in

Ways the Movement can support this work:

High-quality, inspiring youth provision

Ensuring thriving Youth Movements and gap-year programs, meeting youth needs across Progressive Judaism, including support for small communities and integrating Progressive Judaism into Jewish schools, while assisting students in non-Jewish schools.

Student and Young Adult support

Offering Progressive chaplaincy and community resources for students, facilitating connections with J-Socs and UJS, and providing support for both those outside and within the existing Jewish student infrastructure. Additionally, offering young adult programming in partnership with communities.

Strategic Guidance for Young People's journeys

Supporting communities in listening to young people and responding to their needs, addressing young adult involvement in community life and membership models for young adults and young families.

Leadership Programs for Young Adults

Identifying and mentoring future leaders through Progressive Jewish leadership programs, and supporting access to existing leadership development opportunities.

4. To foster inclusion, provide resources, and pave the way for those seeking to join us

Why this is core to movement:

- Outreach represents a growth opportunity for UK Progressive Judaism, including reaching the 75,000 Jewish households not currently affiliated to a synagogue
- We believe everyone who wants to engage with Jewish life should receive a welcoming and supportive response
- Current outreach organisations do not align with our values or address the broad needs of those seeking Jewish life
- Increasing numbers of dispersed Jews in the UK have unmet Jewish needs

Ways the Movement can support this work:

Supporting Status Journeys

Supporting and resourcing a responsive, welcoming Beit Din / Batei Din and offering support for communities with proselytes and those with part-time or no clergy.

Gateway for Lifecycle Support

Providing resources, support, and information for those seeking to enter Jewish life during lifecycle events (milah, b'nei mitzvah, marriage, death).

Developing New Communities

Conducting demographic research and providing strategies and resources to help establish new communities in areas with emerging Jewish populations.

Supporting Outreach Programs

Offering key workers and resources to assist existing communities in developing and expanding outreach programs and strategies.

Aspects of our work that we do best together

Within these missions, the new Movement will continue to deliver those aspects of Progressive Judaism that are best delivered collectively.

Under the terms of the Membership Agreement, access to these aspects of the Movement will only be available to Member and Associate communities that contribute to the shared infrastructure of the movement.

These services include:

- Beit Din / Batei Din of Progressive Judaism
- Resources, expertise, and support in human resources, recruitment, safeguarding, and policy development
- Communications and PR support, including publicity, media coverage, and crisis management
- Clergy support, including recruitment, freelance rabbinic assistance, and student rabbi employment
- National and regional events, conferences, courses, and communal gatherings
- Siddurim and publications
- Youth Movements and other youth and education activities
- Ongoing support for the clergy bodies