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New perspectives

**DATED**

**2014**

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

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Ref H5549689 2  
Date 04 December 2014

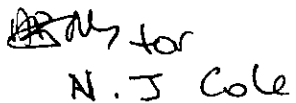
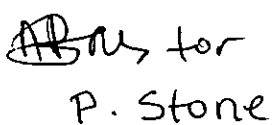
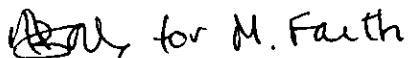
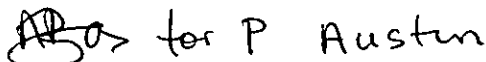
**MEMORANDUM OF ASSOCIATION FOR A CHARITABLE COMPANY**

**THE COMPANIES ACT 2006**

**COMPANY NOT HAVING A SHARE CAPITAL**

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

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
NIGEL JOHN COLE	 N. J Cole
PHILIP STONE	 P. Stone
MARK FAITH	 for M. Faith
PHILIP AUSTIN	 for P Austin

Dated 4 December 2014

**ARTICLES OF ASSOCIATION FOR A CHARITABLE COMPANY**

**THE COMPANIES ACT 2006**

**COMPANY NOT HAVING A SHARE CAPITAL**

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

**1 The company's name is THE NORTHWOOD AND PINNER LIBERAL SYNAGOGUE**

(and in this document it is called the "Synagogue")

**2 Interpretation**

**2 1 In these articles**

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

"the articles" means the Synagogue's articles of association,

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

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

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

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

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

"connected person" means

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

- (i) the Trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest, or
- (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest, or
- (iii) Sections 350-352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article

"Trustees" means the directors of the Synagogue. The Trustees include the Members elected under Article 22.6 and any persons appointed to fill a casual vacancy under Article 22.8. The Trustees are charity trustees as defined by Section 177 of the Charities Act 2011,

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

"electronic form" has the meaning given in section 1168 of the Companies Act 2006,

"General Meetings" means general meetings of Members convened and held in accordance with these Articles

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

"Member" has the meaning given in Section 112 of the Companies Act 2006 and Article 8. "Full Member" is defined in Articles 8.3 and 8.4 and "Junior Member" in Article 8.5

"the memorandum" means the Synagogue's memorandum of association,

"officers" includes the Trustees and the Secretary (if any),

"Ordinary Resolution" means a resolution passed by a majority of not less than 50%

"President" means the person described as such in Article 23.1,

"Rules" means any rules made pursuant to Article 50,

"the seal" means the common seal of the Synagogue if it has one,

"Special Resolution" means a resolution passed by a majority of not less than 75%

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

"Secretary" means any person appointed to perform the duties of the secretary of the Synagogue,

"Transfer Agreement" means an agreement to be made between the Unincorporated Association (charity number 243616) (1) and the Synagogue (2) relating to the transfer of assets by the Unincorporated Association to the Synagogue,

"Unincorporated Association" means the unincorporated association, Northwood and Pinner Liberal Synagogue, registered as a charity with registration number 243618

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

“Vice Presidents” means the persons described as such in Article 23 1

2 2 Words importing one gender shall include all genders, and the singular includes the plural and vice versa

2 3 Unless the context otherwise requires words or expressions contained in the articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Synagogue

2 4 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force

### 3 Liability of Members

3 1 The liability of the Members is limited to a sum not exceeding £1 being the amount that each Member undertakes to contribute to the assets of the Synagogue in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for

3 1 1 payment of the Synagogue’s debts and liabilities incurred before he or she ceases to be a Member,

3 1 2 payment of the costs, charges and expenses of winding up, and

3 1 3 adjustment of the rights of the contributories among themselves

### 4 Objects

The Synagogue’s objects (“Objects”) are specifically restricted to the following

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

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

To provide, arrange and conduct religious education.

To make provision for the solemnisation of marriage

To make provision for burial and cremation

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

### 5 Powers

5 1 The Synagogue has power to do anything which is calculated to further its Object(s) or is conducive or incidental to doing so In particular, the Synagogue has power

- 5 1 1 to raise funds In doing so, the Synagogue must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations,
- 5 1 2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use,
- 5 1 3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Synagogue In exercising this power, the Synagogue must comply as appropriate with sections 117 and 122 of the Charities Act 2011,
- 5 1 4 to borrow money and to charge the whole or any part of the property belonging to the Synagogue as security for repayment of the money borrowed or as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation The Synagogue must comply as appropriate with sections 124-126 of the Charities Act 2011, if it wishes to mortgage land,
- 5 1 5 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them,
- 5 1 6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects,
- 5 1 7 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity,
- 5 1 8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,
- 5 1 9 to employ and remunerate such staff as are necessary for carrying out the work of the Synagogue and make all reasonable provisions for the payment of pensions to or on behalf of employees and their dependants and to make all reasonable provision for the payment of pensions and superannuation to or on behalf of such staff and their dependants The Synagogue may employ or remunerate a Trustee only to the extent it is permitted to do so by article 7 and provided it complies with the conditions in that article,
- 5 1 10 to organise education and activity in connection with the Objects,
- 5 1 11 to publish in any form and by any method material in connection with the Objects,
- 5 1 12 to accept any gift of money, property or other assets,
- 5 1 13 to accept and hold monies, property or other assets on special trusts within the Objects, and
- 5 1 14 to
  - 5 1 14 1 deposit or invest funds,
  - 5 1 14 2 employ a professional fund-manager, and
  - 5 1 14 3 arrange for the investments or other property of the Synagogue to be held in the name of a nominee,

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000,

5 1 15 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011,

5 1 16 to pay out of the funds of the Synagogue the costs of forming and registering the Synagogue both as a company and as a charity,

## **6 Application of Income and Property**

6 1 The income and property of the Synagogue shall be applied solely towards the promotion of the Objects

6 2

6 2 1 A Trustee is entitled to be reimbursed from the property of the Synagogue or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Synagogue

6 2 2 A Trustee may benefit from trustee indemnity insurance cover purchased at the Synagogue's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011

6 2 3 A Trustee may receive an indemnity from the Synagogue in the circumstances specified in Article 49

6 2 4 A Trustee may not receive any other benefit or payment unless it is authorised by Article 7

6 3 Subject to Article 7 none of the income or property of the Synagogue may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member This does not prevent a Member who is not also a Trustee receiving

6 3 1 a benefit from the Synagogue in the capacity of a beneficiary of the Synagogue,

6 3 2 reasonable and proper remuneration for any goods or services supplied to the Synagogue

## **7 Benefits and Payment to Synagogue Trustees and Connected Persons**

### **General Provisions**

7 1 No Trustee or connected person may

7 1 1 buy any goods or services from the Synagogue on terms preferential to those applicable to members of the public, or

7 1 2 sell goods, services, or any interest in land to the Synagogue, or

7 1 3 be employed by, or receive any remuneration from, the Synagogue, or

7 1 4 receive any other financial benefit from the Synagogue,

unless the payment is permitted by Article 7 2, or authorised by the court or the Charity Commission

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

Scope and powers permitting Trustees’ or connected persons’ benefits

## 7 2

- 7 2 1 A Trustee or connected person may receive a benefit from the Synagogue in the capacity of a beneficiary of the Synagogue provided that a majority of the Trustees do not benefit in this way
- 7 2 2 A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Synagogue where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011
- 7 2 3 Subject to Article 7 3 a Trustee or connected person may provide the Synagogue with goods that are not supplied in connection with services provided to the Synagogue by the Trustee or connected person
- 7 2 4 A Trustee or connected person may receive interest on money lent to the Synagogue at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate)
- 7 2 5 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Synagogue The amount of the rent and the other terms of the lease must be reasonable and proper The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion
- 7 2 6 A Trustee or connected person may take part in the normal trading and fundraising activities of the Synagogue on the same terms as members of the public

Payment for supply of goods only – controls

7 3 The Synagogue and its Trustees may only rely upon the authority provided by Article 7 3 3 if each of the following conditions is satisfied

- 7 3 1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Synagogue or its Trustees (as the case may be) and the Trustee or connected person supplying the goods (“the supplier”) under which the supplier is to supply the goods in question to or on behalf of the Synagogue
- 7 3 2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question
- 7 3 3 The other Trustees are satisfied that it is in the best interests of the Synagogue to contract with the supplier rather than with someone who is not a Trustee or



connected person In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so

- 7 3 4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Synagogue
- 7 3 5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting
- 7 3 6 The reason for their decision is recorded by the Trustees in the minute book
- 7 3 7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 7

7 4 In Articles 7 2 and 7 3

- 7 4 1 "Synagogue" includes any company in which the Synagogue
  - 7 4 1 1 holds more than 50% of the shares, or
  - 7 4 1 2 controls more than 50% of the voting rights attached to the shares, or
  - 7 4 1 3 has the right to appoint one or more Trustees to the board of the company
- 7 4 2 "connected person" includes any person within the definition in Article 2

## 8 Members

- 8 1 The subscribers to the memorandum are the first members of the Synagogue
- 8 2 Membership is not transferable
- 8 3 Subject to the approval of the Board, Full membership of the Synagogue shall be open to men and women of the Jewish faith of not less than twenty-one years of age who subscribe to the principles and objects of Liberal Judaism and of the Synagogue
- 8 4 Subject to the approval of the Board, Full membership of the Synagogue shall also be open to young men and women of the Jewish faith who are not less than sixteen years of age and who have been confirmed by the Synagogue (become Kabbalat Torah) or by any other Synagogue affiliated to Liberal Judaism and who subscribe to the principles and objects of Liberal Judaism and of the Synagogue
- 8 5 Subject to the approval of the Board, Junior membership of the Synagogue shall be open to young men and women of the Jewish faith who are not less than sixteen years and not more than twenty years of age and who subscribe to the principles and

objects of Liberal Judaism and of the Synagogue Junior members shall have no right to vote at General Meetings

- 8 6 Save as provided by Articles 8 7 and 8 8, all applicants for Full or Junior membership of the Synagogue shall be required to complete a written application in such form as shall be from time to time prescribed by the Board Such application shall be considered by the Board at its next meeting after the same shall have been received by a member of the Board duly completed and the Board shall in its absolute discretion grant refuse or adjourn consideration of such application and shall cause the applicant to be informed of its decision An applicant for membership shall become a member of the Synagogue upon the granting of his/her application by the Board and payment of the appropriate subscription
- 8 7 Existing Junior members of the Synagogue shall be entitled to become Full members on attaining the age of twenty-one years or on being confirmed by the Synagogue
- 8 8 Children of Full members of the Synagogue shall be entitled to become Junior members of the Synagogue without obligation to pay any subscription on attaining the age of sixteen years
- 8 9 All Junior and Full Members shall pay an appropriate subscription on attaining the age of twenty-one years
- 8 10 Except as hereinafter provided, every Full member of the Synagogue and every Junior member of the Synagogue who is not the child of a Full member of the Synagogue shall be liable to pay such annual subscription to the Synagogue as shall be determined from time to time by the Board The Board shall have power in its absolute discretion to remit payment in whole or in part of any membership subscription
- 8 11 The Board may terminate the membership of any member if it shall deem it to be in the interest of the Synagogue to do so, provided that any resolution calling for the termination of the membership of a member under this Article shall require to be passed by a two-thirds majority of those members of the Board present at the meeting at which such resolution is considered and voting on the said resolution, and provided further that no such resolution shall be considered at any meeting of the Board unless written notice of intention to propose such resolution shall have been given to every member of the Board and to the member of the Synagogue concerned not less than seven days before the date of such meeting
- 8 12 If a member shall be six months or more in arrear in payment of his/her membership subscription and shall fail to discharge such arrears within two weeks after being given written notice requiring him/her to do so and setting out the provisions of this Article his/her membership shall forthwith cease

8 13 If a person whose membership shall have ceased under the provision of Article 8 12 shall apply to be reinstated as a member his/ her application shall be dealt with under Article 8 6 and s/he shall not be entitled to retain any rights which s/he may formerly have had as a member but which s/he would not have had had s/he not previously been a member

8 14 The Trustees must keep a register of names and addresses of the Members

**9 Termination of Membership**

9 1 Membership is terminated if the Member resigns, ceases to be Member pursuant to Article 8 11 or Article 8 12 or dies

**10 General meetings**

10 1 The Synagogue must hold its first annual general meeting within eighteen months after the date of its incorporation

10 2 An annual general meeting of Members must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings

**11**

11 1 The Trustees may call a General Meeting at any time

11 2 The Trustees shall be bound forthwith to convene a General Meeting at the written request of not less than 15 Members stating the business which such Members require to be transacted thereat

11 3 A resolution may be properly proposed at a meeting unless it would, if passed, be ineffective, defamatory of any person, frivolous or vexatious

**12 Notice of General Meetings**

12 1 The minimum periods of notice required to hold a General Meeting are

12 1 1 twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution, and

12 1 2 fourteen clear days for all other general meetings

12 2 A General Meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights

12 3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted If the meeting is to be an annual general meeting, the notice must say

so The notice must also contain a statement setting out the right of Members to appoint a proxy whether under section 324 of the Companies Act 2006 or Article 19

12 4 The notice must be given to all the Members and to the Trustees and auditors

**13 No Notice because of Accidental Omission**

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

**14 Proceedings at General Meetings - Quorum**

14 1 No business shall be transacted at any General Meeting unless a quorum is present

14 2 A quorum is in the case of a General Meeting of Members Two Members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting until the effective date of the Transfer Agreement and thereafter 30 such Members,

14 3 If

14 3 1 a quorum is not present within half an hour from the time appointed for the meeting, or

14 3 2 during a meeting a quorum ceases to be present,

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

14 4 The Trustees must reconvene the meeting of and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting

14 5 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person or by proxy at that time shall constitute the quorum for that meeting

**15 Proceedings at General Meetings of Members - Chairing Meetings**

15 1 General Meetings of the Members shall be chaired by the Chairman of the Trustees

15 2 If he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting

15 3 If there is only one Trustee present and willing to act, he or she shall chair the meeting

- 15 4 If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the Members present in person or by proxy and entitled to vote must choose one of their number to chair the relevant meeting

**16 Proceedings at General Meetings - Adjournment**

- 16 1 The Members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned
- 16 2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be convened unless those details are specified in the resolution
- 16 3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place
- 16 4 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting

**17 Proceedings at General Meetings – Annual General Meeting**

- 17 1 The business to be transacted at an annual general meeting shall be
  - 17 1 1 To receive reports covering the period since the previous Annual General Meeting from the Trustees and the Minister/s
  - 17 1 2 to receive the auditor's/independent examiner's report for the previous financial year and receive the accounts for the previous financial year,
  - 17 1 3 to elect the Trustees to fill the vacancies arising (Article 22 6),
  - 17 1 4 To appoint an auditor and
  - 17 1 5 to deal with any other business put before the Members of which notice shall have been given to the Board at least fourteen days (or in the case of a proposal to repeal alter or add to these Articles, or to pass a special resolution, not less than twenty-one days) prior to the meeting

**18 Votes of Members**

- 18 1 Every Member shall have one vote at a General Meeting
- 18 2 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded
  - 18 2 1 by the person chairing the meeting, or

18 2 2 by persons present in person or by proxy representing not less than one third of all the persons present at the meeting in person or by proxy having the right to vote at the meeting

18 3

18 3 1 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded

18 3 2 The result of the vote must be recorded in the minutes of the Synagogue but the number or proportion of votes cast need not be recorded

18 4

18 4 1 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting

18 4 2 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made

18 5

18 5 1 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

18 5 2 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded

18 6

18 6 1 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately

18 6 2 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs

18 6 3 The poll must be taken within thirty days after it has been demanded

18 6 4 If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken

18 6 5 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting

18 7 In the case of an equality of votes at any meeting of Members the person who is chairing the meeting shall not have a second or casting vote

19 **Content of Proxy Notices**

19 1 Each Member shall have the right to appoint a proxy in accordance with this Article in respect of the meeting or meetings to which the Member is entitled to attend

- 19 2 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which –
  - 19 2 1 States the name and address of the Member appointing the proxy,
  - 19 2 2 Identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,
  - 19 2 3 Is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine, and
  - 19 2 4 Is delivered to the Synagogue in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate
- 19 3 The Synagogue may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 19 4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 19 5 Unless a proxy notice indicates otherwise, it must be treated as –
  - 19 5 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 19 5 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

**20 Delivery of Proxy Notices**

- 20 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Synagogue by or on behalf of that person
- 20 2 An appointment under a proxy notice may be revoked by delivering to the Synagogue a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 20 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 20 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

21 **Written resolutions**

- 21 1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75% of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that
  - 21 1 1 a copy of the proposed resolution has been sent to every eligible Member,
  - 21 1 2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified his or her agreement to the resolution, and
  - 21 1 3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date
- 21 2 A resolution in writing may comprise several copies to which one or more Members have signified their agreement
- 21 3 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final

22 **Trustees**

- 22 1 A Trustee must be a natural person aged 18 years or older
- 22 2 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of article 27
- 22 3 The minimum number of Trustees shall be two until the effective date of the Transfer Agreement and thereafter six and the maximum number shall be thirteen (unless otherwise determined by ordinary resolution)
- 22 4 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Synagogue
- 22 5 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees
- 22 6 At each Annual General Meeting of the Synagogue not less than half of the Trustees for the time being shall retire from office The Trustees to retire in each year shall (unless agreed among themselves) be those who have been longest in office since their last election, but as between persons who became Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot
- 22 7 Retiring members of the Council shall be eligible for re-election
- 22 8 Any casual vacancy on the Board may be filled by the Trustees and any Trustees so chosen to fill the vacancy shall continue in office for the unexpired period of the vacancy and shall be



entitled to vote and the Trustee appointed by resolution of the other Trustees must retire at the next Annual General Meeting and must not be taken into account in determining the Trustees who are to retire by rotation

- 22 9 The Minister/s of the Congregation and the President shall be members of the Council ex-officio and without power to vote The Council shall have power to co-opt not more than three members in any one year Such co-opted members shall have no power to vote

**23 President Vice Presidents and Officers**

- 23 1 The Members may at General Meetings upon the recommendation of the Trustees elect persons of distinction to the offices of President and Vice President of the Synagogue in recognition of their services to the Synagogue The President and Vice President(s) shall hold office for five years or until they shall earlier retire and the President shall not be eligible for re-election to the office of President There shall not at any time be more than one President nor more than three Vice Presidents of the Synagogue
- 23 2 The persons who are President and Vice Presidents as at the effective date of the Transfer Agreement shall be President and Vice Presidents of the Synagogue on the same terms as far as possible as the terms of their appointment as President and Vice Presidents of the Unincorporated Association
- 23 3 Each year (so far as practical and if possible at least four months before the Annual General Meeting) the Trustees shall select the persons who are to be considered for appointment as Chairman, Treasurer, Honorary Secretary (and such other prospective officers as it may think fit) after the next Annual General Meeting Persons so selected should be invited to meetings of the Trustees on such terms at the Trustees think fit but shall not have the right to vote unless they are already Trustees Such persons are not co-opted members of Council
- 23 4 The Trustees shall hold a meeting not later than fourteen days after every Annual General Meeting and shall at such meeting either appoint from its number as Chairman, Treasurer, Honorary Secretary and other officers those individuals previously selected in accordance with Article 23 3, or elect from its number some other person or persons to one or more of such offices Such persons shall hold office until the first meeting of the Trustees after the Annual General Meeting next following The Trustees shall at such meeting or at its next subsequent meeting also appoint the number of representatives to the Council of Liberal Judaism to which the Synagogue may be from time to time entitled Casual vacancies in the appointment of officers of the Synagogue and representatives to the Council of Liberal Judaism may be filled at any meeting of the Trustees

23 5 No person shall be eligible for election as Chairman who shall have held that office for an immediately preceding period of five consecutive years No person shall be eligible for election as Treasurer who shall have held that office for an immediately preceding period of five consecutive years

**24 Powers of Trustees**

24 1 The Trustees shall manage the business of the Synagogue and may exercise all the powers of the Synagogue unless they are subject to any restrictions imposed by the Companies Acts, the articles or any special resolution

24 2 No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees

24 3 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees

**25 Appointment of Trustees**

25 1 Only Members shall be eligible to serve as Trustees

25 2 The election of the Trustees shall take place in the following manner

25 2 1 At least 42 days before every Annual General meeting the Synagogue shall send to each Full member a form for the nomination of members for election of Trustees It shall be a condition precedent to the election of a Trustee that s/he shall have been nominated for election by the delivery to the Synagogue not less than 28 days prior to the date of the relevant Annual General Meeting such a form duly completed with the name of the nominee and signed by the nominee and by two other Full members

25 2 2 Each Member entitled to vote shall be entitled to vote for as many candidates as there are vacancies to fill Voting shall be by poll The decision of a majority vote shall be binding If two or more candidates obtain an equal number of votes, the Chairman shall select by lot the candidate or candidates who are to be Trustees

**26 Retirement of Trustees**

26 1 If a Trustee is required to retire at an annual general meeting by a provision of these articles the retirement shall take effect upon the conclusion of the meeting, or if the retiring Trustee is an officer of the Synagogue upon the election of his or her successor at the meeting of Trustees held pursuant to Article 23 4 (and if no successor is elected, at the conclusion of such Trustees' meeting)

**27 Disqualification and removal of Trustees**

A Trustee shall cease to hold office if he or she

- 27 1 ceases to be a Trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a Trustee,
- 27 2 is disqualified from acting as a Trustee by virtue of section S178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision),
- 27 3 ceases to be a Member,
- 27 4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- 27 5 resigns as a Trustee by notice to the Synagogue (but only if at least two Trustees will remain in office when the notice of resignation is to take effect), or
- 27 6 is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated

**28 Remuneration of Trustees**

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

**29 Proceedings of Trustees**

- 29 1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of the articles
- 29 2 There shall be not less than six meetings of the Board every year
- 29 3 Notwithstanding the provisions of Article 22 and any provision of any Rules, the Trustees and Officers shall, as far as possible immediately after the date of the Transfer Agreement be the same persons who were the Council members and officers of Northwood and Pinner Liberal Synagogue (charity number 243618) immediately before the effective date of the Transfer Agreement and the periods of office of Council members and co-opted Council members and officers of Northwood and Pinner Liberal Synagogue (charity number 253618) shall be taken into account in determining the dates for the expiry of their term of office and retirement
- 29 4 Notice of meetings of Trustees shall be of not less than fourteen days duration unless, in the opinion of the Chairman of the Trustees, or any other officer of the Trustees in the absence of the Chairman or if the Chairman shall be unable for any reasons to act, there shall be a matter requiring the urgent attention of the Trustees
- 29 5 Any Trustee may call a meeting of the Trustees The Secretary (if any) must call a meeting of the Trustees if requested to do so by a Trustee

29 6 Questions arising at a meeting shall be decided by a majority of votes

29 7 Any Member shall be entitled to attend any meeting of the Trustees subject to the Chairman having an absolute discretion to decide to exclude any such Member from the whole or any part of the meeting. The Member attending such meeting shall have no right to participate in the deliberations of the meeting in any way and shall abide by rules of confidentiality designated by the Chairman. Such rules may include a provision excluding the right of Members to attend a confidential part of a meeting.

### 30 **Delegation**

30 1 The Trustees may delegate any of their powers or functions to a committee of two or more Trustees (if the Trustees so decide) and other Members who are not Trustees but who are appointed under procedures established by the Trustees under Article 50

30 2 The Trustees may impose conditions when delegating, including the conditions that

30 2 1 the relevant powers are to be exercised exclusively by the committee to whom they delegate,

30 2 2 no expenditure may be incurred on behalf of the Synagogue except in accordance with a budget previously agreed with the Trustees

30 3 The Trustees may revoke or alter a delegation

30 4 All acts and proceedings of any committees must be fully and promptly reported to the Trustees

30 5 The Board shall have power to appoint such committees as it may think fit. The Chairman of every Committee which is designated by the Board as a Standing Committee, if not already a Trustee, shall be a member of the Board ex-officio and without power to vote

### 31 **Declaration of Trustee's Interests**

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

### 32 **Conflicts of Interest and Conflict of Loyalties**

32 1 If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the

unconflicted Trustees may authorise such a conflict of interest where the following conditions apply

- 32 1 1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,
- 32 1 2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting, and
- 32 1 3 the unconflicted Trustees consider it is in the interests of the Synagogue to authorise the conflict of interest in the circumstances applying

32 2 In this article a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person

### 33 Validity of Trustees' Decisions

33 1 Subject to article 33 2, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee

- 33 1 1 who was disqualified from holding office,
- 33 1 2 who had previously retired or who had been obliged by the constitution to vacate office,
- 33 1 3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise,

if without

- 33 1 4 the vote of that Trustee, and
- 33 1 5 that Trustee being counted in the quorum,

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

33 2 Article 33 1 does not permit a Trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for article 33 1 the resolution would have been void, or if the Trustee has not complied with article **Error! Reference source not found.**

### 34 Casting Vote

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

35 **Meeting by Electronic Means**

A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants

36 **Quorum for Trustees' Meetings**

36 1 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made "Present" includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants

36 2 The quorum up to the effective date of the Transfer Agreement shall be two and thereafter shall be five, or such larger number as may be decided from time to time by the Trustees

36 3 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote

37 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting

38 **Role of Chairman**

38 1 The Chairman shall chair meetings of the Trustees

38 2 If no-one has been appointed to chair meetings of the Trustees or if the person appointed is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting

38 3 The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by these articles or delegated to him or her by the Trustees

39 **Written Resolutions**

39 1 A resolution in writing or in electronic form agreed by all of the Trustees entitled to receive notice of a meeting of the Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held

39 2 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement

40 **Seal**

If the Synagogue has a seal it must only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees The Trustees may determine who shall sign

any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary (if any) or by a second Trustee

#### 41 Minutes

The Trustees must keep minutes of all

- 41 1 appointments of officers made by the Trustees,
- 41 2 proceedings at meeting of the Synagogue,
- 41 3 meetings of the Trustees and committees of Trustees including
  - 41 3 1 the names of the Trustees present at the meeting, and
  - 41 3 2 the decisions made at the meetings,

#### 42 Accounts

- 42 1 The Trustees must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice
- 42 2 The Trustees must keep accounting records as required by Companies Acts

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

- 43 1 The Trustees must comply with the requirements of the Charities Act 2011 with regard to
  - 43 1 1 transmission of the statements of account to the Synagogue,
  - 43 1 2 preparation of an Annual Report and its transmission to the Commission, and
  - 43 1 3 preparation of an Annual Return and its transmission to the Commission
- 43 2 The Trustees must notify the Commission promptly of any changes to the Synagogue's entry on the Central Register of Charities

#### 44 Means of Communication to be Used

- 44 1 Subject to the articles, anything sent or supplied by or to the Synagogue under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Synagogue
- 44 2 Subject to the articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which

that Trustee has asked to be sent or supplied with such notices or documents for the time being

45

45 1 Any notice to be given to or by any person pursuant to the articles

45 1 1 may be in writing, or

45 1 2 may be given using electronic communications, or

45 1 3 may be made available on a website

45 2 Where a document or information which is required or authorised to be sent or supplied by the Synagogue under the Companies Act 2006 is sent or supplied by using electronic communication or by making it available on a website, the recipient must have agreed that he/she may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Act 2006 (and not revoked that agreement) Where any other document or information is sent or supplied by electronic communication or made available on a website the Trustees may decide what agreement (if any) is required from the recipient

46

46 1 The Synagogue may give any notice to a Member either

46 1 1 personally, or

46 1 2 by sending it by post in a prepaid envelope addressed to the Member at his or her address, or

46 1 3 by leaving it at the address of the Member, or

46 1 4 by giving it using electronic communications to the Member's address, or

46 1 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

46 2 A Member who does not register an address with the Synagogue or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Synagogue



47 A Member present in person at any meeting of the Synagogue shall be deemed to have received notice of the meeting and of the purposes for which it was called

48

48 1 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given

48 2 Proof that a electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006

48 3 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given

48 3 1 48 hours after the envelope containing it was posted, or

48 3 2 In the case of an electronic form of communication, 48 hours after it was sent

49 **Indemnity**

49 1 The Synagogue may indemnify a relevant Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the 2006 Act

49 2 In this article a "relevant trustee" means any Trustee or former Trustee of the Synagogue or Council Member or former Council member of Northwood and Pinner Liberal Synagogue (charity number 243618)

50 **Rules**

50 1 The Trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Synagogue

50 2 The bye laws may regulate the following matters but are not restricted to them

50 2 1 Burial, cremation and marriages,

50 2 2 the admission of Members of the Synagogue and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members,

50 2 3 the establishment of classes of Membership with different rights and obligations (but not to affect or alter any voting rights of Members at that time in place ) The class may include Membership for Junior Members whose voting rights may differ from those of Members,

50 2 4 the conduct of Members of the Synagogue in relation to one another, and to the Synagogue's employees and volunteers,

- 50 2 5 the procedure at General Meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or by these Articles, and
- 50 2 6 generally, all such matters as are commonly the subject matter of company rules
- 50 3 The Trustees and/or the Synagogue in general meeting have the power to alter, add to or repeal the rules or bye laws
- 50 4 The Trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of Members of the Synagogue
- 50 5 The rules or bye laws, shall be binding on all Members of the Synagogue No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles

## 51 DISSOLUTION

- 51 1 The Members of the Synagogue may at any time before, and in expectation of, its dissolution resolve that any net assets of the Synagogue after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Synagogue be applied or transferred in any of the following ways
- 51 1 1 directly for the Objects, or
- 51 1 2 by transfer to any charity or charities for purposes similar to the Objects, or
- 51 1 3 to any charity or charities for use for particular purposes that fall within the Objects
- 51 2 Subject to any such resolution of the Members of the Synagogue, the Trustees of the Synagogue may at any time before and in expectation of its dissolution resolve that any net assets of the Synagogue after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Synagogue be applied or transferred
- 51 2 1 directly for the Objects, or
- 51 2 2 by transfer to any charity or charities for purposes similar to the Objects, or
- 51 2 3 to any charity or charities for use for particular purposes that fall within the Objects
- 51 3 In no circumstances shall the net assets of the Synagogue be paid to or distributed among the Members (except to a member that is itself a Synagogue) and if no resolution in accordance with article 51 1 or 51 2 is passed by members or the Trustees the net assets of the Synagogue shall be applied for charitable purposes as directed by the Court or the Commission