

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION**

**OF**

**MOSAIC JEWISH COMMUNITY LIMITED**

**Company number 08825132**

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**Approved by:**

**Phil Austin ..... Date: .....**

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**Adopted by resolution of the sole member on 25 March 2014**

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**1. Interpretation**

- 1.1 In these Articles unless there be something in the subject or context inconsistent therewith:-

“**Affiliate Congregants**” means those persons who are non-voting affiliate members of a Constituent Synagogue being those persons who have been admitted as affiliate congregants in accordance with the Rules

“**articles**” means the company’s articles of association and references to an article are to those of these articles;

“**bankruptcy**” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“**the Board**” means the board of directors of the Company as described in article 9;

“**chairman**” means the person appointed as referred to in 9.1.4 (or, if applicable the chairman of the meeting appointed pursuant to article 9.5)

“**chairman of the meeting**” has the meaning given in article 9.5;

“**the Charity**” means the Company

“**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), in so far as they apply to the Company;

“**Company**” means the company regulated by these articles of association;

“**Constituent Synagogue**” means HEMS, NRS and HWPS or any other synagogue as may be admitted to participate in the activities of the Company from time to time

“**the Commission**” means the Charity Commission for England and Wales;

“**Congregant**” means a person who is a voting congregant or member of a Constituent Synagogue who has been admitted as a member of that Constituent Synagogue in accordance with its Rules and being a person of the Jewish faith unless otherwise specified for certain categories of membership of that Constituent Synagogue in accordance with its rules.

**“Congregant with Standing Rights”** means a Congregant who enjoys rights to stand for election to the Council or governing body of the Constituent Synagogue of which they are a member.

**“the Constituent Synagogues”** means HEMS, NRS and HWPS or any other synagogue as may be admitted to participate in the activities of the Company from time to time;

**“director”** means a director of the company, and includes any person occupying the position of director, by whatever name called. The directors 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 Congregant members and Members of the Company respectively convened and held in accordance with article 13;

**“HEMS”** means Hatch End Masorti Synagogue Limited

**“HWPS”** means Harrow & Wembley Progressive Synagogue.

**“Liberal Judaism”** means Liberal Judaism, a private company limited by guarantee with company registration number 08281223, and registered as a charity under number 236590 or its successor entity;

**“Masorti Judaism”** means Masorti Judaism, a private company limited by guarantee registered in England and Wales with company registration number 05890261 and registered as a charity under number 1117590 or its successor entity;

**“Member or Member of the Company”** has the meaning given in section 112 of the Companies Act 2006;

**“Member Undertaking”** means the undertaking to be given to the Company by a Member of the Company pursuant to Article 11.1.2

**“Movement for Reform Judaism”** means The Movement for Reform Judaism, a private company limited by guarantee with company registration number 07431950, and registered as a charity under number 1117590 or its successor entity;

**“Objects”** the objects set out in article 4;

**“ordinary resolution”** has the meaning given in section 282 of the Companies Act 2006;

**“NRS”** means, The New Reform Synagogue Limited, company number 8825271;

**“participate”**, in relation to a directors’ meeting, has the meaning given in article 9.3;

**“Rules”** means the provisions of the articles of association and/or rules of a Constituent Synagogue adopted for the conduct and management of the Constituent Synagogue

**“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;

“**Treasurer**” the chairman of the finance committee established pursuant to article 10; and  
“**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.

1.2 Unless the context otherwise requires:-

1.2.1 other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company;

1.2.2 references to articles are to the paragraphs of these articles of association;

1.2.3 references to the singular include references to the plural and vice versa;

1.2.4 use of the masculine gender shall include the feminine and *vice versa*.

## 2. **Name**

The name of the Company shall be Mosaic Jewish Community Limited.

## 3. **Status and liability of Members of the Company**

3.1 The Company is a company limited by guarantee and a charity regulated by the Charity Commission

3.2 The liability of each Member of the Company is limited to £1, being the amount that each Member of the Company undertakes to contribute to the assets of the company in the event of its being wound up while he is a Member of the Company or within one year after he ceases to be a Member of the Company, for:-

3.2.1 payment of the company’s debts and liabilities contracted before he ceases to be a Member of the Company;

3.2.2 payment of the costs, charges and expenses of winding up, and

3.2.3 adjustment of the rights of the contributories among themselves.

## 4. **Objects**

The aims and objects of the Company shall be to advance the beliefs and values of progressive Judaism for the benefit of the public by:-

4.1 providing a range of high quality functions and activities required to operate and sustain a collaborative progressive Jewish community to include formal and informal education for adults and children, social, cultural and sporting activities, youth development programmes;

4.2 promoting harmony and developing shared activities through inter-communal dialogue with Jews of other denominations in other synagogues and organisations and developing shared activities through inter-faith dialogue with communities of other faiths;

- 4.3 providing, maintenance, repair and renewal of suitable premises for all activities of the constituent synagogues;
- 4.4 reaching out to unaffiliated and uninvolved Jews to find a way to bring them back to Judaism by ensuring that communal activities are designed to attract and benefit such Jews as well as meeting the needs of existing congregants; and
- 4.5 supporting such other charitable work according to the charity law of England and Wales as the trustees deem fit.

5. **Powers**

5.1 The Company has power to do anything which is calculated to further the Objects or is conducive or incidental to doing so. In particular, the Company has power:-

- 5.1.1 to raise funds. In doing so, the Company must not undertake any taxable 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 Company. In exercising this power, the Company 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 Company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Company 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 subject to approval of a special resolution;
- 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 Objects including caretakers and such other staff for the operation of the Company as it shall from time to time be necessary. The Charity may employ or remunerate a director only to the extent it is permitted to do so by article 9.10 and provided it complies with the conditions in that article;
- 5.1.10 to:
  - 5.1.10.1 deposit or invest funds;
  - 5.1.10.2 employ a professional fund-manager; and

- 5.1.10.3            arrange for the investments or other property of the Company 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;
- 5.1.11            to pay out of the funds of the charity the costs of forming and registering the Company both as a company and as a charity.
- 5.1.12            to lend money.
- 5.1.13            to take out and maintain policies of insurance in respect of loss by fire or theft, employers and occupiers liability and liability to third parties and to operate in accordance with the terms specified in the policies.

**6. General regulations**

- 6.1            The Company shall co-ordinate the activities of each Constituent Synagogue, on behalf of its Congregants, with the exception of:-
  - 6.1.1            All matters relating to the conduct of their religious services (including the rites and practices at those religious services) and “life-cycle” events (such as Brit Milah, B’nei Mitzvot and weddings);
  - 6.1.2            All matters concerning the remuneration and employment of their Rabbi or Rabbis
  - 6.1.3            Their relationship and dealings with their parent organisation (being the Movement for Reform Judaism, Masorti Judaism and Liberal Judaism as the case may be);
  - 6.1.4            Arrangements (whether financial or otherwise) in respect of funerals;
  - 6.1.5            Any activities that each Constituent Synagogue chooses to undertake on its own.
- 6.2            In co-ordinating activities in accordance with article 6.1 the Company shall make every effort to ensure that it does not contradict any of the values and ethos of any of the Constituent Synagogues
- 6.3            Each of HEMS and HWPS shall subject to the terms of licence agreements be permitted to occupy space within any premises acquired by NRS with the intention that NRS shall make available, and provide adequate and sufficient space for separate religious services for those of the Jewish faith (as defined by NRS or HEMS or HWPS) and following the respective rites and practices of each of the Movement for Reform Judaism, Masorti Judaism and Liberal Judaism.
- 6.4            the Company may also organise and provide joint activities between the Constituent Synagogues as it shall from time to time deem to be necessary to promote itself and/or for the benefit of the Constituent Synagogues.
- 6.5            Any Constituent Synagogue may leave the Company on giving not less than 12 months notice, such notice to expire on 31 December in any year PROVIDING THAT no such notice shall be given in the first 5 years after the first General Meeting of the Congregants of the Company.

7. **Application of Income and Property**

The income and property of the Charity shall be applied solely towards the promotion of the Objects.

8. **Membership**

8.1 Each Constituent Synagogue shall through its Rules regulate its own conditions and requirements for membership and its own categories of membership.

8.2 Each Constituent Synagogue shall in accordance with its Rules from time to time nominate one person to be a Member of the Company and the Constituent Synagogue shall give written notice of his or her nomination to the Company. Such nominees shall be the only Members of the Company.

8.3 The names of the Members of the Company must be entered in the Company's register of members.

8.4 Membership is not transferable.

8.5 Membership is terminated if:

8.5.1 the Member dies;

8.5.2 the Member resigns by written notice to the Company unless, after the resignation, there would be less than two Members in which case the resignation shall be effective when a replacement Member has been nominated by a Constituent Synagogue pursuant to article 8.6;

8.5.3 written notice to this effect is given to the Company by a Constituent Synagogue in respect of its nominated Member.

8.6 In the event that a Member of the Company dies, is removed or resigns in accordance with these articles of association the Constituent Synagogue which had nominated that Member of the Company shall, in accordance with its Rules from time to time, nominate one person to replace that Member of the Company and such person shall become a Member of the Company on the Constituent Synagogue giving written notice of his or her nomination to the Company.

9. **The Board**

9.1 *General*

9.1.1 Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

9.1.2 The Company's activities shall be managed by a Board comprising the following unpaid individual directors all of whom shall be Congregants of one of the Constituent Synagogues:-

9.1.2.1 Chairman

- 9.1.2.2 As decided by the Board from time to time, a Vice-chairman
  - 9.1.2.3 One chairman of each Constituent Synagogue;
  - 9.1.2.4 Treasurer
  - 9.1.2.5 Chief Administration Officer;
  - 9.1.2.6 Marketing Officer;
  - 9.1.2.7 Development Officer;
  - 9.1.2.8 Two Community Activities Officers;
  - 9.1.2.9 Director of Education & Youth; and
  - 9.1.2.10 one liaison officer from each Constituent Synagogue nominated by the governing body of each Constituent Synagogue.
- 9.1.3 The Board shall be entitled to co-opt one additional member from each of the Constituent Synagogues who shall remain in office until the following Annual General Meeting.
- 9.1.4 The Chairman shall be elected by ordinary resolution for an initial term of two years and shall be eligible for re-election for a further year so that he shall not hold such office for more than three consecutive years but shall thereafter be eligible for re-election at any Annual General Meeting following that at which he retired.
- 9.1.5 The Vice-chairman may be an existing director co-opted by the Board or (at the Board's discretion) be a person to be elected pursuant to article 9.1.6.
- 9.1.6 The other members of the Board (other than liaison officers nominated by Constituent Synagogues) shall be elected by ordinary resolution from year to year but shall not hold the same office for more than three consecutive years but shall thereafter be eligible for re-election to the same office at any Annual General Meeting following that at which they retired.
- 9.1.7 A retiring member of the Board may stand for election for another office at the same Annual General Meeting at which he retires provided that no person shall be a member of the Board for a consecutive period of more than six years unless at the end of or within such period he is elected Chairman.
- 9.1.8 In the event that a member of the Board retires early between Annual General Meetings he shall be deemed for the purposes of calculation of eligibility for re-election only to have retired at the next following Annual General Meeting.
- 9.1.9 The Board may co-opt a Board member to replace an elected member of the board who is unable to continue in post for whatever reason. The co-opted member of the board will serve until the next Annual General Meeting.
- 9.1.10 The Chairman (subject to Article 9.1.4), the Treasurer, the Chief Administration Officer, the Development Officer, Marketing Officer, the Director of Education

and Youth and the Community Activities Officers shall each be elected annually at the Annual General Meeting.

- 9.1.11 A person shall cease to be a director as soon as that person:-
- 9.1.11.1 ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
  - 9.1.11.2 ceases to be a the person nominated in accordance with article 9.1.2.9 or is removed as the nominee of a Constituent Synagogue in accordance with its Rules and written notice of such removal and his replacement is given to the Company.;
  - 9.1.11.3 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);
  - 9.1.11.4 ceases to be a Congregant;
  - 9.1.11.5 a bankruptcy order is made against that person;
  - 9.1.11.6 a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - 9.1.11.7 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
  - 9.1.11.8 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two directors will remain in office when the notice of resignation is to take effect); or
  - 9.1.11.9 is absent without the permission of the directors from all their meetings held within a period of six consecutive months and the directors resolve that his or her office be vacated.

## 9.2 *Board Meetings - general*

- 9.2.1 The Board shall meet at least 11 times per calendar year and at such additional times as it may from time to time determine to be necessary.
- 9.2.2 In addition any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary or Chief Administration Officer to give such notice.
- 9.2.3 Reasonable notice of any directors' meeting must be given and shall indicate:-
  - 9.2.3.1 its proposed date and time;
  - 9.2.3.2 where it is to take place; and

9.2.3.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

9.2.4 Notice of a directors' meeting must be given to each director, but need not be in writing.

9.2.5 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### 9.3 *Participation in Board meetings*

9.3.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

9.3.1.1 the meeting has been called and takes place in accordance with the articles, and

9.3.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

9.3.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

9.3.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

9.3.4 The Rabbis of each Constituent Synagogue shall be entitled to attend meetings of the Board but shall not be entitled to vote.

9.3.5 The meetings of the Board shall be open to all Congregants save where the matter under discussion is of a private or sensitive nature in which event the Chairman (together with the Treasurer and the Chief Administration Officer) may decide to proceed with that discussion in a closed and private session.

9.3.6 Any person may, with the agreement of the Board, be invited to attend a specified meeting for a specified purpose, but shall not propose motions nor vote on any matter.

9.3.7 The Chief Administration Officer shall be responsible for ensuring that minutes are kept of the proceedings of the Board, and any member of the Board or any Congregant shall be entitled to see such Minutes on request.

9.3.8 The Chairman, the Treasurer and the Chief Administration Officer cannot additionally be directors and Trustees of their respective Constituent Synagogues.

### 9.4 *Quorum for Board meetings*

- 9.4.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 9.4.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than three of whom at least one is the Chairman or nominee of each Constituent Synagogue and unless otherwise fixed it is three of whom at least one is the Chairman or nominee of each Constituent Synagogue.
- 9.4.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision to:-
  - 9.4.3.1 call another meeting of the Board
  - 9.4.3.2 appoint further directors, or
  - 9.4.3.3 call a general meeting so as to enable the Members to appoint further directors.

#### 9.5 *Chairing of Board meetings*

- 9.5.1 The Chairman shall chair their meetings of the Board.
- 9.5.2 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

#### 9.6 *Decision-Making By the Board*

Questions arising at and resolutions put to a meeting of the Board shall be decided by a majority of votes.

#### 9.7 *Casting vote at Board meetings*

If the numbers of votes for and against a proposal are equal, the Chairman or other director chairing the meeting has a casting vote unless, in accordance with the articles, the Chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### 9.8 *Changes to rules as to decision making*

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

#### 9.9 *Board committees*

- 9.9.1 The Board may delegate any of the powers conferred on it under the articles or otherwise to such persons or committees on such terms and conditions as it deems fit, the functions of which in the case of the finance committee shall be as set out in Article 10.
- 9.9.2 The Board may revoke any delegation in whole or part, or alter its terms and conditions.

- 9.9.3 Committees to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by the Board.
- 9.9.4 The Board may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not inconsistent with them.
- 9.10 *Financial interests / conflicts*
- 9.10.1 No member of the Board may be paid or receive any other benefit for being a member of the Board.
- 9.10.2 A member of the Board may:
- 9.10.2.1 sell goods, services or any interest in land to the Company;
  - 9.10.2.2 be employed by or receive any remuneration from the Company;
  - 9.10.2.3 receive any other financial benefit from the Company, if the benefit is authorised by the Board in accordance with the conditions in article 9.10.3 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.
- 9.10.3 If it is proposed that a member of the Board should receive a benefit from the Company that is not already permitted under article 9.10.2 he or she must:
- 9.10.3.1 declare his or her interest in the proposal;
  - 9.10.3.2 be absent from that part of any meeting at which the proposal is discussed and take no part in any discussion of it;
  - 9.10.3.3 not be counted in determining whether the meeting is quorate; and
  - 9.10.3.4 not vote on the proposal.
- 9.10.4 In cases covered by article 9.10.2 those members of the Board who do not stand to receive the proposed benefit must be satisfied that it is in the interests of the Company to contract with or employ that member of the Board rather than with someone who is not a member of the Board and they must record the reason for their decision in the minutes. In reaching that decision the Board must balance the advantage of contracting with or employing a member of the Board against the disadvantage of doing so (especially the loss of the member of the Board's services as a result of dealing with the member of the Board's conflict of interest).
- 9.10.5 The Board may only authorise a transaction falling within article 9.10.2 if the Board comprises a majority of members of the Board who have not received any such benefit.

- 9.10.6 A director or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 9.10.7 A director or connected person may receive rent for premises let by the director or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 9.10.8 The Company and its directors may only rely upon the authority provided by sub-article 9.10.3 article if each of the following conditions is satisfied:
- 9.10.8.1 The amount or maximum amount of the payment for the goods, services or land is set out in an agreement in writing between the Charity or its directors (as the case may be) and the director or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods, services or land in question to or on behalf of the Company.
- 9.10.8.2 The amount or maximum amount of the payment does not exceed what is reasonable in the circumstances for the supply in question.
- 9.10.8.3 The other directors are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a director or connected person. In reaching that decision the directors must balance the advantage of contracting with a director or connected person against the disadvantages of doing so.
- 9.10.8.4 The reason for their decision is recorded by the directors in the minute book.
- 9.10.9 If the Board fails to follow this procedure, the resolution to confer a benefit upon the member of the Board will be void and the Board member must repay to the Company the value of any benefit received by the member of the Board from the Company.
- 9.10.10 A director 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 Company or in any transaction or arrangement entered into by the Company which has not previously been declared.
- 9.10.11 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 9.10.12 Each Director will use his reasonable endeavours to manage any potential conflicts of interests arising of a duty of loyalty owed to another organisation or person so as to protect the interests of the Company.

- 9.10.13 In this article 9.10 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 member of the Board or to a connected person. .
- 9.10.14 In this article "member of the Board" shall include any person, firm or company connected with the member of the Board as defined in section 252 of the Companies Act 2006.

#### 9.11 *Indemnity and insurance*

- 9.11.1 The charity shall indemnify a relevant director against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006
- 9.11.2
- 9.11.3 In this article a "relevant director" means any director or former director of the company
- 9.11.4 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss. in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011

- 9.12 In article 9.11.4 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company

#### 10. **Finance and Finance Committee**

- 10.1 The Treasurer shall be chairman of a finance committee, the members of which shall include the Treasurers or equivalent officers of each of the Constituent Synagogues.
- 10.2 The finance committee shall formulate the budget for the Company, oversee its expenditure and make recommendations to the Board as to the annual financial contribution to the Company to be made by each of the Constituent Synagogues.
- 10.3 The financial contributions of the Constituent Synagogues shall be determined by the finance committee for recommendation to the Board at such level as is fair and equitable to all of the Constituent Synagogues taking into account matters such as (without limitation) congregant numbers, fee income, salaries and other expenditure (including any licence fee), floor area requirements and use of the Company's facilities in respect of each of the Constituent Synagogues.
- 10.4 The budget shall not be approved by the Board unless it has first been approved by the board or equivalent competent governing body of each Constituent Synagogue
- 10.5 All monies raised by way of financial contribution shall be applied to further the objects of the Company and for no other purpose, provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any employee of the Company and fees to professional and technical advisers.

- 10.6 The Treasurer shall keep proper accounts of the income and expenditure of the Company, receive all monies due to the Company, disburse in accordance with such instructions as the Company may from time to time formulate, and present to the Board and the Members of the Company a statement of accounts made up to 31st December in each year, together with a report of the auditor.
- 10.7 the Company shall maintain such bank accounts as may from time to time be agreed, which shall be operated electronically or by the signatories for amounts up to £500 of any one and for other amounts of any 2 of the following members of the Board (Chairman, Finance Officer, Chief Administration Officer, Development and Marketing Officer, Education and Youth Officer and Community Activities Officer). Such signatories shall also be sufficient for authorising payment of any bill, receipt, or other instrument up to the same amount.
- 10.8 The directors 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.
- 10.9 The directors must keep accounting records as required by the Companies Acts.

## 11. ***Becoming and Ceasing to be a Member***

### 11.1 *Applications for membership*

No person shall become a Member of the Company unless:-

- 11.1.1 that person has been nominated in accordance with article 8.2;
- 11.1.2 he has executed and delivered to the Company a Member Undertaking to vote at General Meetings in accordance with the provisions of article 13.25 and to requisition a General Meeting as provided in article 13.18; and

### 11.2 *Termination of membership*

- 11.2.1 A Member of the Company may withdraw from membership of the Company by giving 7 days' notice to the Company in writing;
- 11.2.2 Membership of the Company is not transferable;
- 11.2.3 A person's membership of the Company terminates when:-
- 11.2.3.1 that person dies or ceases to exist; or
- 11.2.3.2 his Member Undertaking is breached or withdrawn;
- 11.2.3.3 the Company receives written notice pursuant to article 8.5.3.

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

- 12.1 The directors must comply with the requirements of the Charities Act 2011 with regard to the:-
- 12.1.1 transmission of a copy of the statements of account to the Commission;

- 12.1.2 preparation of an Annual Report and Annual Return and the transmission of copies of it to the Commission;
- 12.1.3 preparation of an Annual Return and its transmission to the Registrar of Companies.
- 12.2 The directors must notify the Commission promptly of any changes to the Company's entry on the Central Register of Charities.
- 13. **Meetings**
- 13.1 The Company shall hold Annual General Meetings of Congregants and Members of the Company respectively at least once in every calendar year provided that there shall not be an interval of more than 18 calendar months between Annual General Meetings.
- 13.2 The Annual General Meetings shall be open to all Congregants and Members of the Company respectively who shall be entitled to speak and vote provided (in the case of Congregants) that they are not disqualified from voting by the Rules of their Constituent Synagogue.
- 13.3 The Annual General Meeting of Congregants shall be open to all Affiliate Congregants of the Constituent Synagogues who shall not be entitled to speak or vote.
- 13.4 The business of the Annual General Meetings shall include the election of the Chairman (when applicable) and other members of the Board, the approval of Company's annual accounts and the appointment of an auditor for the following financial year.
- 13.5 Not less than 56 days before the date fixed for the Annual General Meeting the Chief Administration Officer shall circulate to all Congregants and Members of the Company notice in writing of the Annual General Meetings and inviting nominations of any person who is a Congregant with Standing Rights for any position on the Board open for election and any resolutions for the Annual General Meetings.
- 13.6 Nominations for elections and any resolutions for decision at the Annual General Meetings shall be proposed in writing and received by the Chief Administration Officer not less than 28 days before the Annual General Meetings. Nominations for election shall be signed by at least two Congregants and by the nominee.
- 13.7 Resolutions for decision at the Annual General Meetings may be proposed by one or more members of the Board, or the Constituent Synagogue Councils or Management Committees or by at least 10 Congregants.
- 13.8 Not less than 14 days before the Annual General Meeting , the Chief Administration Officer shall send to each Congregant an agenda for the Annual General Meeting , a list of nominees for election to the Board and the text of all resolutions proposed.
- 13.9 Elections shall be conducted by a simple majority of Congregants and Members of the Company (respectively) voting in person or by proxy at the Annual General Meetings.
- 13.10 The quorum for the Annual General Meeting of Congregants shall be 50 or 10% of all Congregants present whichever is the smaller and of Members of the Company, four.

- 13.11 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 13.12 The chairman may adjourn a general meeting at which a quorum is present if:-
- 13.12.1 The Members of the Company and Congregants present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned; or
  - 13.12.2 it appears to the chairman that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 13.13 The chairman of the meeting must adjourn a general meeting if directed to do so by the Congregants and Members of the Company present in person or by proxy at a meeting may resolve by ordinary resolution.
- 13.14 When adjourning a general meeting, the chairman of the meeting must:-
- 13.14.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - 13.14.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 13.15 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):-
- 13.15.1 to the same persons to whom notice of the company's general meetings is required to be given, and
  - 13.15.2 containing the same information which such notice is required to contain.
- 13.16 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 13.17 In the event of any vote at the Annual General Meetings being tied, the Chairman shall have a casting vote.
- 13.18 A General Meeting may be called by the Board, or shall be summoned by the Chief Administration Officer acting on behalf of the Chairman upon request in writing made by any Constituent Synagogue Board or by at least 20 Congregants giving notice in writing to the Chief Administration Officer, in each case stating the purpose of such meeting and containing the text of any resolution which the requisitioners wish to be considered by such meeting and the details shall be circulated to the Congregants and Members of the Company in the notice convening the meeting
- 13.19 Within 14 days after being given notice of the request for such a general meeting, the Chief Administration Officer shall fix the date for the general meeting, which shall be held within 1 calendar month thereafter. 14 days before the general meeting the Chief Administration Officer shall send to each Member of the Company and to each Congregant notice of the time and place of the General Meeting, an agenda for the meeting and the text of all

Resolutions proposed. In the event that the Chief Administration Officer fails to send the appropriate notice within the said 14 day period the requisitioners may serve notice on each Member of the Company and each Congregant.

- 13.20 The directors may call a general meeting at any time. The provisions as to Annual General Meetings relating to notices, quorums, voting and resolutions shall apply equally to any General Meeting.
- 13.21 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:-
- 13.21.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
  - 13.21.2 the proposed amendment does not, in the reasonable opinion of the chairman, materially alter the scope of the resolution.
- 13.22 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:-
- 13.22.1 the chairman proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 13.22.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
  - 13.22.3 If the chairman, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.
- 13.23 Any vote at a general 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:
- 13.23.1 by the person chairing the meeting; or
  - 13.23.2 by at least two of the Congregants or Members of the Company present in person or by proxy and having the right to vote at the meeting; or
  - 13.23.3 by a Congregants and Members of the Company present in person or by proxy representing not less than one-tenth of the total voting rights of all the Congregants and Members of the Company having the right to vote at the meeting.
- 13.24 Every matter requiring resolution shall be determined first by a the relevant majority of the Congregants present and voting, by a show of hands at a meeting of Congregants except where otherwise provided in these articles or otherwise decided by the meeting.
- 13.25 Such matters shall immediately thereafter be put to the Members of the Company present at a general meeting of the Members of the Company who, in accordance with their Member Undertaking shall vote in such a way as to mirror the votes at the meeting of Congregants. For the avoidance of doubt,-

- 13.25.1 the purpose of the Member Undertaking is to place the Congregants, so far as voting rights are concerned, in a similar position to those of members of a company limited by guarantee; and
- 13.25.2 nothing by virtue of the Member's Undertaking confers any rights or duties on Congregants as directors of the Company
- 13.26 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 13.27 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.
- 13.28 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Congregants or Members of the Company) 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.
- 13.29 A poll must be taken immediately save that prior thereto the meeting may continue to deal with any other business that may be conducted at the meeting.
- 13.30 Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which:-
  - 13.30.1 states the name and address of the person appointing the proxy;
  - 13.30.2 identifies the person appointed to be that person's proxy and the general meeting in relation to which that person is appointed;
  - 13.30.3 is signed by or on behalf of the person appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 13.30.4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 13.31 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 13.32 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.
- 13.33 Unless a proxy notice indicates otherwise, it must be treated as:-
  - 13.33.1 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
  - 13.33.2 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.
- 13.34 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 Company by or on behalf of that person.

13.35 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

13.36 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.

#### 14. ***Means of communication to be used***

14.1 Subject to the articles, anything sent or supplied by or to the company 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 company.

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

14.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### 15. ***No right to inspect accounts and other records***

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a Member of the Company.

#### 16. ***Rules***

16.1 The Board may from time to time make such reasonable and proper rules or bye laws as it may deem necessary or expedient for the proper conduct and management of the Company.

16.2 The bye laws may regulate the following matters but are not restricted to them:-

16.2.1 the admission of Members of the Company (including the admission of organisations to membership) and the rights and privileges of such Members;

16.2.2 the conduct of Members of the Company in relation to one another, and to the Company's employees and volunteers;

16.2.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

16.2.4 the procedure at general meetings and meetings of the directors in so far as such procedure is not regulated by the Companies Acts or by the articles;

16.2.5 generally, all such matters as are commonly the subject matter of company rules.

#### 17. **Change Of Constitution**

17.1 These articles shall not be altered or repealed, save at a meeting which shall be either an annual general meeting or general meeting the notice of which shall contain the text of the proposed amendment.

17.2 Any resolution for a change to this constitution shall require a majority of a special resolution of those Congregants and Members of the Company voting at the meetings at which the resolution is proposed.

## 18. **Dissolution**

18.1 Any resolution for the dissolution of the Company may only be passed by a *special resolution* at the Annual General Meeting or general meeting at which the resolution is proposed.

18.2 In the event of dissolution of the Company, its net assets (after discharge of any outstanding liabilities) shall be divided between the Constituent Synagogues (provided in each case they are a charity existing at that time in the proportion that the total number of their Congregants bears to the total number of Congregants of all Constituent Synagogues.

18.3 In no circumstances shall the net assets of the Company be paid to or distributed among its Members or Congregants (except insofar as a Constituent Synagogue is a member and is at that time a charity) and if no resolution in accordance with article 18.1 is passed by the Members or the directors the net assets of the Company shall be applied for charitable purposes as directed by the Court or the Commission.

## 19. **Constituent Synagogue Boards**

The Constituent Synagogue Boards shall be responsible for:-

19.1 the ritual of the religious services of that Constituent Synagogue;

19.2 the employment of the Rabbi (or Rabbis) of that Constituent Synagogue;

19.3 the nomination to the Board of the representative of that Constituent Synagogue;

19.4 liaising with the Board as necessary;

19.5 advancing the purposes and interests of the Company.

## 20. **Honorary Solicitor**

At each Annual General Meeting, NC shall appoint an Honorary Solicitor for the year then following. All matters of a contractual or legal nature shall be referred to the Honorary Solicitor for advice and action.

## 21. **Dispute Resolution**

21.1 Any dispute between the Constituent Synagogues and/or with the Company as to any matter arising under the articles and/or as to any sums required to be paid as determined by the Board or The Finance Committee and/or any other disputes which have a financial implication for the Company (whether or not directly relating to contributions by Constituent Synagogues or levels of expenditure by the Company) shall be referred by any party to a standing advisory panel.

- 21.2 The standing advisory panel shall comprise one Congregant nominated by each of the Constituent Synagogues with judicial or legal experience whose nomination shall be acceptable to the other Constituent Synagogues.
- 21.3 Any dispute referred to the standing advisory panel will consider the matter acting as non – partisan experts not as arbitrators and shall publish their recommendation as to the solution to the dispute within 21 days of the referral or sooner in case of urgency.
- 21.4 The standing advisory panel may call for input from third parties such as accountants and surveyors and religious advisers, at joint cost of the parties to the dispute
- 21.5 If the advice of the standing advisory panel is not accepted by any party, any dispute not so resolved shall then be referred to a mediator for resolution. The parties to the dispute shall attempt to agree upon the appointment of a mediator. Should the parties fail to agree, either party, upon giving written notice of its intention to do so, may apply to the President or one of the Vice Presidents, for the time being, of the Board of Deputies of British Jews, for the appointment of a mediator.
- 21.6 Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty eight days thereof, apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated