

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION
OF NORTH WESTERN REFORM SYNAGOGUE**

**Incorporated under the Companies Act 2006
on 27 November 2019
under No: 12336110**



The Companies Act 2006
A COMPANY LIMITED BY GUARANTEE
Articles of Association
of
NORTH WESTERN REFORM SYNAGOGUE

1. INTERPRETATION

- 1.1 In these Articles, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

the Act	the Companies Act 2006;
Advisory Groups	bodies established by the Trustee Board in accordance with Article 22;
Annual Meeting of Congregants	the meeting of the Congregants held once in each calendar year in accordance with the Rules;
the or these Articles	the Articles of Association of the Charity, as amended from time to time;
Cantor	an individual appointed by the Trustee Board as a spiritual leader of the Charity to lead synagogue services and designated as such by the Trustee Board;
Chair	the chair of the Trustee Board elected by the Congregants at the Annual Meeting of Congregants in accordance with the Rules;
Charity	the company known as North Western Reform Synagogue regulated by these Articles and the Act;
Charity Commission	the Charity Commission for England and Wales;
Co-opted Trustees	Trustees appointed by the Trustee Board pursuant to Article 14.5;
Company Member	a member of the Charity for the purposes of the Act and Company Members means all the members being such Members as are set out in Article 9.1;
Congregants	members of the Synagogue approved by the Trustee Board in accordance with Article 13.1, not being Company Members for the purposes of the Act;
Connected Person	(a) any child, parent, grandchild, grandparent, brother or sister of a Trustee (and includes any step-child); (b) the spouse or civil partner of a Trustee or of any person falling within (a) (and includes any person with whom a Trustee lives as partner in an enduring relationship); (c) a person carrying on business in partnership with a

	Trustee or with any person falling within (a) or (b);
	(d) an institution which is controlled: (i) by a Trustee or by any person falling within (a), (b) or (c), or (ii) by two or more persons falling within (d)(i), when taken together; and
	(e) a body corporate in which (i) a Trustee or any connected person falling within any of paragraphs (a) to (c) has a substantial interest, or (ii) two or more persons falling within (e)(i) who when taken together, have a substantial interest;
	and 'controlled' and 'substantial interest' have the meaning provided in ss351 to 352 of the Charities Act 2011;
Designated Officer	a Trustee appointed from amongst the Trustee Board to a designated office in accordance with Article 19;
Elected Trustees	the Trustees of the Charity elected in accordance with Article 14.4;
Electronic Form	something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form;
Eligible Trustees	all Trustees who would be entitled to vote on a resolution at a meeting of the Trustee Board which does not include those Trustees who are conflicted in accordance with Article 7.3;
Financial Expert	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
General Meeting of the Charity	a general meeting of the Company Members of the Charity held in accordance with the Articles and the Act;
General Meeting of the Congregants	an Annual Meeting of Congregants or other Special Meeting of the Congregants held in accordance with the Articles and the Rules;
the Objects	the objects of the Charity set out in Article 4;
the Office	the registered office of the Charity;
President	the person appointed to hold this position in accordance with Article 21.1, not being a Trustee;
Principal Rabbi(s)	the rabbi(s) appointed by the Trustee Board and designated as such by the Trustee Board;
Rabbi(s)	spiritual leader(s) of the Charity appointed in accordance with Article 24;
The Movement for Reform Judaism	the charity known as The Movement for Reform Judaism, a private company limited by guarantee with company registration number 07431950 and charity registration number 1139806 or its successor entity;
the Register	the register of Company Members of the Charity kept pursuant to the Act;

Rules	the rules of the Charity, as amended from time to time;
Special Meeting of the Congregants	a special meeting of the Congregants convened in accordance with the Rules;
Synagogue	the synagogue, North Western Reform Synagogue (also referred to as Alyth), run and operated by the Charity;
Task Forces	bodies established by the Trustee Board in accordance with Article 22.2;
Transfer	the transfer of all of the assets, undertakings and liabilities of the unincorporated association known as North Western Reform Synagogue (Charity Registration Number 247081) to the Charity;
Transitional Provisions	the transitional provisions relating to the Trustees set out in the Appendix to these Articles;
Trustee	a member of the Trustee Board, being a director of the Charity, and Trustees means all the directors. For the avoidance of doubt, a Trustee of the Charity shall be a charity trustee as defined by section 177 of the Charities Act 2011 and a director in accordance with the Act;
Trustee Board	the Trustees for the time being acting together, in accordance with these Articles also being the directors of the Charity (pursuant to the Act);
Vice President	a person appointed to hold this position in accordance with Article 21.1, not being a Trustee;
Working Groups	bodies established by the Trustee Board in accordance with Article 22.2;
in writing or written	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 specifically stated otherwise:

- 1.2.1 Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Charity;
- 1.2.2 Words denoting the singular include the plural and vice versa;
- 1.2.3 Words denoting any one gender include all genders;
- 1.2.4 Each reference to **person** includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality);
- 1.2.5 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things; and
- 1.2.6 Each reference to an act or regulation shall be deemed to be also a reference to every statutory modification, replacement or re-enactment of it for the time being in force.

1.3 The Companies (Model Articles) Regulations 2008 shall not apply to the Charity.

2. NAME & OFFICE

- 2.1 The name of the Charity is North Western Reform Synagogue (or such other name as the Congregants shall from time to time decide).
- 2.2 The Office of the Charity will be situated in England.

3. GUARANTEE

Every Company Member undertakes that if the Charity is wound up while they are a Company Member, or within one year after they cease to be a Company Member, that Company Member will contribute to the assets of the Charity such amount as may be required for the payment of the debts and liabilities of the Charity contracted before they cease to be a Company Member, payment of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves provided that the total liability of any Company Member shall not exceed £1.

4. OBJECTS

The objects for which the Charity is established are for the public benefit to advance the Jewish religion by the provision and maintenance of a synagogue consistent with the principles of The Movement for Reform Judaism for the purpose of public worship, education and religious instruction and for such other charitable purposes as the Trustee Board shall determine from time to time (**the Objects**).

5. POWERS

- 5.1 In furtherance of the Objects but not further or otherwise, the Charity shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):
- 5.1.1 to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Charity;
 - 5.1.2 subject to such consents as may be required by law, to sell, exchange, let, mortgage, charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Charity;
 - 5.1.3 subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Charity in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Charity or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;
 - 5.1.4 to raise funds and organise appeals and invite and receive contributions from any person whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Charity shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects;
 - 5.1.5 to set aside funds for special purposes or as reserves against future expenditure;
 - 5.1.6 to invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

- 5.1.7 to delegate the management of investments to a Financial Expert but only on terms that:
- (a) the relationship between the Financial Expert and the Trustee Board shall be governed by a written contract requiring the Financial Expert inter alia to comply with the current investment policy of the Trustee Board.
 - (b) every transaction is reported regularly to the Trustee Board in a timely manner;
 - (c) the performance of the investments is reviewed regularly with the Trustee Board;
 - (d) the Trustee Board are entitled to terminate arrangements at any time in accordance with the terms of such arrangement;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustee Board on receipt; and
 - (g) in exercising its delegated power, the Financial Expert must not do anything outside the powers of the Trustee Board, and must act in accordance with the terms of the contract referred to in clause 5.1.7 (a) above.
- 5.1.8 to arrange for investments or other property or assets of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustee Board or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 5.1.9 to encourage groups of persons to form friends, groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for, or conducive to, the Objects and at its discretion to dissolve any such friends, groups or other voluntary groups or dissociate them from the Charity. Each friends group or other voluntary group shall be constituted, and its affairs shall be carried on in accordance with the Rules approved from time to time by the Trustee Board;
- 5.1.10 to establish, support, act as trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Charity interests or any of them;
- 5.1.11 to employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Charity and their spouses, civil partners, widows, widowers and other dependants and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them;
- 5.1.12 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty in relation to the Charity, provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees, or Trustee concerned knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees, or any Trustee, in their capacity as Trustees, or a Trustee, of the Charity;

- 5.1.13 to insure the property and assets of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.1.14 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 5.1.15 to subscribe to, support, affiliate, become a member of, transfer all or any of the Charity's property to, amalgamate with or cooperate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Charity and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Charity;
- 5.1.16 to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Charity of any one or more of the charitable organisations, institutions, societies or bodies having objects altogether or in part similar to the Objects;
- 5.1.17 to use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet;
- 5.1.18 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.1.19 to undertake or support research in furtherance of the Objects and to publish the useful results of such research;
- 5.1.20 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Charity receiving any consideration or advantage;
- 5.1.21 to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
- 5.1.22 to operate, manage or support any pre-school nursery, nursery or school in furtherance of the Objects;
- 5.1.23 to provide financial assistance, to make grants or loans of money, to give guarantees and donations and to provide equipment and apparatus;
- 5.1.24 to make applications for consent under bye-laws or regulations and other like applications;
- 5.1.25 to pay out of the funds of the Charity the costs, charges and expenses of, and incidental to, the formation and registration of the Charity;
- 5.1.26 to enter into contracts and provide services to or on behalf of other bodies;
- 5.1.27 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 5.1.28 to acquire, take over and accept from an unincorporated body by disposition, conveyance, assignment or transfer the whole of the assets and property both real and personal of the unincorporated body and where necessary to give to any trustees in whom the said assets or property may be vested (whether or not they are the same individuals as the Trustees) a valid receipt, discharge and indemnity for and in respect of the transfer of the same to the Charity and without prejudice to the generality of the foregoing to assume responsibility for all undertakings and engagements of whatever

kind of the unincorporated body and to carry out all the requirements of the same so far as is legally possible to the same extent and in the same manner as the unincorporated body would have done; and

- 5.1.29 to do all such other lawful and charitable things as shall further the attainment of the Objects.

6. USE OF INCOME AND PROPERTY

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Company Members, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity. Provided that this Article shall not prevent any payment in good faith by the Charity:

- 6.1.1 of reasonable and proper remuneration to any employee of the Charity (not being a Trustee) for any goods or services supplied to the Charity and of travelling expenses necessarily incurred in carrying out their duties;
- 6.1.2 of interest at a reasonable rate on money lent by any Company Member or Trustee;
- 6.1.3 of reasonable and proper rent or hiring fee for premises let or hired to the Charity by any Company Member or Trustee;
- 6.1.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee may be a member holding not more than one per cent part of the issued share capital of that company;
- 6.1.5 to any Trustee of reasonable out-of-pocket expenses;
- 6.1.6 of an indemnity to any Trustee in respect of any liabilities properly incurred in running the Charity in accordance with Article 30;
- 6.1.7 of the payment of remuneration to a Connected Person for services under a contract with the Charity as authorised by Article 6.2;
- 6.1.8 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees as permitted under Articles 5.1.12 and 30;
- 6.1.9 of the payment to any Company Member or Trustee of charitable benefits in furtherance of the Objects or the receipt of benefit from the Charity in the capacity of beneficiary of the Charity; and
- 6.1.10 in exceptional cases of other payments or benefits (but only with the written approval of the Charity Commission in advance).

- 6.2 A Trustee may not be an employee of the Charity, but a Connected Person may enter into a contract with the Charity to supply services or goods to the Charity in return for a payment or other material benefit if:

- 6.2.1 the services or goods are actually required by the Charity;
- 6.2.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and recorded in an agreement in writing;
- 6.2.3 the number of Trustees who are interested in any such a contract by virtue of their relationship with a Connected Person in any financial year of the Charity is in the minority; and

- 6.2.4 before entering into such a contract, the Trustee Board has decided that they are satisfied that it would be in the best interests of the Charity for the goods or services to be provided by the relevant person (as opposed to being provided by someone who is not a Connected Person) to, or on behalf of, the Charity for the amount or maximum amount of payment.

7. CONFLICTS OF INTEREST

- 7.1 To the extent required by law every Trustee must disclose to the Charity all matters in which they or a Connected Person has an interest which could, directly or indirectly, conflict with the interests of the Charity.
- 7.2 To the extent required by law every Trustee is obliged to avoid situations in which they have (or could have) a direct or indirect interest that conflicts (or could conflict) with the interests of the Charity. Where a Trustee is unable to avoid such a situation, this obligation is not infringed if:
- 7.2.1 the situation could not reasonably be regarded as likely to give rise to a conflict of interest; or
- 7.2.2 the matter has been proposed and authorised by the Trustee Board in the manner set out in Article 7.3.
- 7.3 A matter proposed to the Trustee Board, in relation to which a Trustee(s) is/are conflicted, may only be authorised by the Trustee Board where:
- 7.3.1 subject to Article 7.4, any requirements as to the quorum at the Trustee Board meeting at which the matter is considered is met without counting the Trustee(s) in question;
- 7.3.2 the matter is authorised without the Trustee(s) in question voting on the matter (or would have been agreed to, had their vote not been counted); and
- 7.3.3 the Trustee(s) in question is/are absent from the Trustee Board meeting for that item unless expressly invited to remain to provide information.
- 7.4 Where there are insufficient Eligible Trustees to form a quorum at a Trustee Board meeting (or part of it) the Eligible Trustees present shall be deemed to form a quorum for the purposes of authorising the matter proposed to them under Article 7.2.2 provided that:
- 7.4.1 they are satisfied that the Trustee(s) in question will not receive any direct or indirect benefit other than one permitted by these Articles; and
- 7.4.2 the total number of Trustees at the Trustee Board meeting is equal to or higher than the usual quorum for the Trustee Board.
- 7.5 Subject to Article 7.6, where a Trustee or Connected Person has a direct or indirect interest in any proposed transaction or arrangement with the Charity, the Trustee must:
- 7.5.1 declare the nature and extent of that interest either at a Trustee Board meeting or by written notice before the Charity enters into the transaction or arrangement;
- 7.5.2 be absent from the Trustee Board meeting for that item unless expressly invited to remain in order to provide information;
- 7.5.3 not be counted in the quorum for that part of the Trustee Board meeting; and
- 7.5.4 be absent during any vote and have no vote on the matter (whether in a Trustee Board meeting or by written resolution).
- 7.6 Notwithstanding Article 7.5, a Trustee who is interested in a proposed transaction or arrangement with the Charity may participate in the decision-making process and count towards the quorum

for that part of the Trustee Board meeting, and be permitted to vote, if the proposed transaction or arrangement is one falling within Article 7.7 (**a permitted cause**).

- 7.7 This Article applies when a Trustee's interest in a proposed transaction or arrangement cannot reasonably be regarded as likely to give rise to a conflict of interest, or the Trustee's conflict of interest arises from any of the following permitted causes:

- 7.7.1 where the proposed transaction or arrangement is one which applies to the Trustee(s) in question in common with other third parties and there is no benefit to the Trustee(s) in question over and above that afforded to such third parties;
- 7.7.2 any transaction or arrangement with a charity of which a Trustee is a charity trustee or with which a Trustee is otherwise connected and which is in furtherance of the Objects of the Charity and which does not confer a personal benefit on the Trustee, and without prejudice to the generality of the foregoing, any exercise by the Trustee Board of the power exercisable by them under Article 5.1.28;
- 7.7.3 any transaction or arrangement with a company limited by shares or a company limited by guarantee which is wholly owned by the Charity (or the Charity and other charities) and in which a Trustee does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Trustee; and
- 7.7.4 where the benefit is so negligible or minimal that it could not reasonably be regarded as giving rise to a conflict of interest.

- 7.8 Subject to Article 7.9, if a question arises at a Trustee Board meeting as to the right of a Trustee to participate in the Trustee Board meeting (or part of the Trustee Board meeting) for voting or quorum purposes, the question may, before the conclusion of the Trustee Board meeting, be referred to the Chair whose ruling in relation to any Trustee other than the Chair shall be final and conclusive.

- 7.9 If any question as to the right to participate in the Trustee Board meeting (or part of the Trustee Board meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Trustee Board at that Trustee Board meeting, for which purpose the Chair shall not be counted as participating in the Trustee Board meeting (or that part of the Trustee Board meeting) for voting or quorum purposes.

8. COMPANY MEMBERS' LIMITATION OF LIABILITY

The liability of the Company Members is limited.

9. COMPANY MEMBERS AND OTHER CATEGORIES

- 9.1 Company Members shall be the persons appointed from time to time as the members of the Trustee Board and shall sign such undertaking as may be prescribed by the Rules.
- 9.2 Notwithstanding that the Trustees are the Company Members, when acting in their different capacities as Trustees or Company Members (as the case may be) there shall, for the avoidance of doubt, be a distinction as to their liabilities, responsibilities and obligations and additionally their governance, in accordance with these Articles, the Act and all other governing legislation and regulations.
- 9.3 A Company Member shall cease to be a Company Member automatically upon ceasing to be a member of the Trustee Board.
- 9.4 Congregants shall have the rights and duties set out in Article 13 and in the Rules but will not be Company Members for the purposes of company law and will not have the right to attend and vote at General Meetings of the Charity but instead may attend and vote at General Meetings of the Congregants.

- 9.5 The Trustee Board may from time to time establish other categories of affiliation, including associates, affiliates, friends or supporters, and may set out the respective rights and duties of such categories of affiliation (and may vary or revoke such rights and duties from time to time).
- 9.6 The Trustee Board shall from time to time recommend the annual voluntary contributions payable by the Congregants and by any category of affiliation, but such voluntary contributions must be approved by the Congregants in accordance with the Rules.

10. GENERAL MEETINGS OF THE CHARITY

- 10.1 The Trustee Board may, whenever they think fit, call a General Meeting of the Charity in accordance with the Act.
- 10.2 Notice of General Meetings of the Charity shall be given, and General Meetings of the Charity shall be held, in accordance with the Act.
- 10.3 No business shall be transacted at any General Meeting of the Charity unless a quorum of Company Members is present. A quorum is seven Company Members present in person or by proxy and entitled to vote upon the business to be conducted at the General Meeting of the Charity.
- 10.4 Any of the Company Members can take part in a General Meeting of the Charity by way of:
- 10.4.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or
 - 10.4.2 a series of video conferences or telephone calls from the Chair.
- 10.5 Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chair will be treated as taking place where the Chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Trustee Board decide otherwise.
- 10.6 A resolution put to the vote of the General Meeting of the Charity shall be decided on a show of hands unless a poll is demanded in accordance with the Act.
- 10.7 A declaration by the Chair that a resolution has been passed shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

11. GENERAL MEETINGS OF THE CHARITY - VOTING

- 11.1 At a General Meeting of the Charity every Company Member shall have one vote to be cast by the Company Member either personally or by proxy.
- 11.2 No objection shall be raised to the qualification of any voter except at the General Meeting of the Charity or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid for all purposes. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
- 11.3 Every Company Member shall be entitled to appoint another person as their proxy in accordance with the Act.
- 11.4 Proxies may only be validly appointed by a notice in writing (a **proxy notice**) which states the name and address of the Company Member appointing the proxy, identifies the person appointed as proxy and the General Meeting of the Charity in relation to which they are appointed, is signed by or on behalf of the Company Member and is delivered to the Charity in accordance with these Articles.

- 11.5 The Trustee Board may require proxy notices to be delivered in a particular form.
- 11.6 Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.
- 11.7 Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed as proxy discretion as to how to vote on any ancillary or procedural resolutions put to the General Meeting of the Charity and appointing that person as a proxy in relation to any adjournment of the General Meeting of the Charity to which it relates as well as the meeting itself.
- 11.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting of the Charity or adjourned meeting to which it relates.
- 11.9 An appointment under a proxy notice may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 11.10 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.

12. WRITTEN RESOLUTIONS OF COMPANY MEMBERS

- 12.1 Except in the case of a resolution to remove a member of the Trustee Board or an auditor before the end of their term, a resolution in writing is as effective as a resolution actually passed at a General Meeting of the Charity duly convened and held provided that:
 - 12.1.1 in the case of a special resolution, it is stated on the resolution that it is a special resolution and it is signed by at least 75% of all those Company Members entitled to receive notice of and to attend General Meetings of the Charity;
 - 12.1.2 in the case of an ordinary resolution, it is signed by a majority of all those Company Members entitled to receive notice of and to attend General Meetings of the Charity; and
 - 12.1.3 it complies with any other legal requirements from time to time.
- 12.2 A resolution in writing is passed when the required majority of Company Members have signified their agreement to it.

13. CONGREGANTS

- 13.1 Congregants shall comprise persons of the Jewish faith as defined by the Assembly of Reform Rabbis and Cantors and approved by the Trustees.
- 13.2 Any Congregant who behaves in a manner detrimental to the interests of the Charity may have their membership suspended or terminated by or be otherwise sanctioned by the Trustee Board in accordance with the procedures set out in the Rules.
- 13.3 Congregants shall have the rights and duties set out in the Rules but such rights will include the following non-exhaustive list:
 - 13.3.1 the right to vote on a resolution for the election of the Chair of the Charity at the Annual Meeting of Congregants;
 - 13.3.2 the right to vote on a resolution for the election of the Elected Trustees at the Annual Meeting of Congregants;
 - 13.3.3 the right to vote on a resolution for the election of the President and Vice Presidents at the Annual Meeting of Congregants;

- 13.3.4 the right to vote upon any changes which amend these Articles prior to such amendments being approved by the Company Members;
 - 13.3.5 the right (with such other number of Congregants as is prescribed in the Rules) to call a General Meeting of the Congregants;
 - 13.3.6 the right to approve the Synagogue fees and or contributions paid by Congregants;
 - 13.3.7 the right to vote upon any resolution to merge, amalgamate or dissolve the Charity;
 - 13.3.8 the right to vote on any resolution to disaffiliate from The Movement for Reform Judaism; and
 - 13.3.9 the right to vote on any resolution to authorise the Trustee Board to borrow or mortgage or charge the property of the Charity (required pursuant to Article 16.2).
- 13.4 Meetings of the Congregants shall be called and held in accordance with the Rules which will set out the process for giving notice of and the conduct of proceedings at such meetings.
- 13.5 The Trustee Board will ensure that in each year there is at least one General Meeting of the Congregants which shall be known as the Annual Meeting of Congregants which shall conduct such business as is set out in the Rules.

14. THE TRUSTEE BOARD

- 14.1 The subscribers to the Memorandum of Association on the incorporation of the Charity shall be the first Trustees.
- 14.2 The Transitional Provisions set out in the Appendix to the Articles shall establish how the Trustees shall be appointed and the terms of office for which they may serve, in the period from incorporation of the Charity until the completion of the Transfer and immediately thereafter.
- 14.3 Until otherwise determined by a resolution passed by a simple majority of the Congregants at a General Meeting of the Congregants, the number of members of the Trustee Board shall not be less than seven nor more than fifteen. Only Congregants shall be eligible to serve as members of the Trustee Board.
- 14.4 The Trustee Board shall consist of:
- 14.4.1 a Chair elected at an Annual Meeting of Congregants or appointed as Interim Chair by the Trustee Board, in accordance with the provisions of the Articles and Rules;
 - 14.4.2 up to eleven Elected Trustees elected at an Annual Meeting of Congregants in accordance with the provisions of the Rules; and
 - 14.4.3 up to three Co-opted Trustees appointed in accordance with Article 14.5.
- 14.5 The Trustee Board may appoint up to three Co-opted Trustees from among the Congregants whom they have identified as having the requisite skills and experience required by the Trustee Board. Such Co-opted Trustees shall serve from the meeting of the Trustee Board at which they are appointed until the end of the next following Annual Meeting of Congregants. Any person appointed as a Co-opted Trustee may be appointed for one further period of a maximum of one year as a Co-opted Trustee. They may not serve for a further term unless they are elected as an Elected Trustee.
- 14.6 The Trustee Board will consider how best to encourage a range of skills and experience amongst the Elected Trustees and may establish any process to support the election of Elected Trustees.

- 14.7 A person shall not be entitled to act as a member of the Trustee Board, whether on a first or any subsequent entry into office, until they have signed a declaration of acceptance and willingness to act in accordance with the Rules.
- 14.8 A person shall not be entitled to act as a Trustee until they are aged 18 years or older.
- 14.9 The Trustee Board shall have power at any time to appoint any Congregant who is able and willing to do so to be a Trustee to fill a vacancy, provided that any maximum number of trustees under Article 14.3 is not exceeded. Such Congregant shall only hold office as Trustee until the conclusion of the next Annual Meeting of Congregants and shall then retire from office unless they are elected or co-opted in accordance with Article 14.5.

15. ELECTED TRUSTEE TERMS OF OFFICE

- 15.1 Subject to Article 14.2 (in relation to the first Trustees), each member of the Trustee Board (save for Co-opted Trustees who shall hold office in accordance with Article 14.5 and the Trustees appointed pursuant to the Transitional Provisions) shall serve for a term of three years. An Elected Trustee shall retire from office at the end of the third Annual Meeting of Congregants following that at which they are elected but may be re-elected for one further successive term.
- 15.2 Subject to Article 20.3, after having served two terms of office as an Elected Trustee, no individual may serve on the Trustee Board as an Elected Trustee until a period of at least three years has passed since they ceased to hold office. If the Trustee Board considers that there are exceptional circumstances, an Elected Trustee who has served for two terms of office may be appointed for one term as a Co-opted Trustee if the Trustee Board so determines but must then cease to hold office for three years.

16. POWERS AND DUTIES OF THE TRUSTEE BOARD

- 16.1 Subject to the provisions of the Act and these Articles and to any directions given by special resolution of the Company Members, the direction, business, activities and general direction of the Charity shall be managed by the Trustee Board for which purpose they exercise all the powers of the Charity. No alteration of these Articles or any resolution shall invalidate any prior act of the Trustee Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustee Board by these Articles and a Trustee Board meeting at which a quorum is present may exercise all the powers exercisable by the Trustee Board.
- 16.2 The Trustee Board may exercise all the powers of the Charity to borrow money and to mortgage or charge, grant or create security over its undertaking, property and assets or any part of them and to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Charity or of any third party without first seeking the consent of the Congregants at a General Meeting of the Congregants; but only in so far as is permitted by law and provided that any such borrowing (in whatever form) does not exceed any borrowing limit set out in the Rules or require a charge or mortgage or other security to be granted over the Charity's property.

17. DISQUALIFICATION OF TRUSTEE BOARD MEMBERS

- 17.1 The office of a member of the Trustee Board shall be vacated if:
- 17.1.1 they cease to be a Company Member;
 - 17.1.2 they cease to be a Congregant;
 - 17.1.3 by written notice they resign from office;
 - 17.1.4 the Trustee Board passes a resolution to remove them from office on the basis that in the reasonable opinion of the Trustee Board, their conduct or behaviour is detrimental

to the interests of the Charity or the Synagogue or otherwise in breach of any code of conduct in place from time to time; or

- 17.1.5 the Congregants vote to remove them from office at a General Meeting of the Congregants in accordance with any procedure set out in the Rules; or
- 17.1.6 they absent themselves from Trustee Board meetings during a continuous period of six months without leave of absence from the Trustee Board and the Trustee Board passes a resolution that they have by reason of such absence vacated office; or
- 17.1.7 they become physically or mentally incapable of acting as a member of the Trustee Board and may remain so for more than three months; or
- 17.1.8 they die; or
- 17.1.9 they are automatically disqualified from being a director or a trustee of a charity under section 178 of the Charities Act 2011 or disqualified from being a director by disqualification order or undertaking under the Company Directors Disqualification Act 1986 (as amended).

18. PROCEEDINGS OF THE TRUSTEE BOARD

- 18.1 The quorum necessary for the transaction of business of the Trustee Board shall be seven. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the person chairing the meeting shall have a second or casting vote. Notwithstanding the earlier provisions of this Article, the quorum for meetings held by the first Trustees (for so long as they continue to be the only Trustees) shall be three.
- 18.2 Unless otherwise resolved by the Trustee Board, the Trustee Board shall meet at least six times each year.
- 18.3 The Trustee Board may delegate the administration of any of their powers to individual Trustees or to groups of the Trustee Board, and any such delegated authority must be used in accordance with any rules or terms of reference provided by the Trustee Board.
- 18.4 The Trustee Board may delegate the administration of any of their powers to senior staff or employees of the Charity, and any such delegated authority must be used in accordance with any rules or terms of reference that the Trustee Board provides.
- 18.5 The Trustee Board may appoint any person who is not a Trustee to serve on any Advisory Group, Working Group or Task Force but any such Advisory Group, Working Group or Task Force must have at least one Trustee on it at all times.
- 18.6 All acts and proceedings taken under any authority delegated by the Trustee Board must be minuted and reported promptly to the Trustees.
- 18.7 Any Advisory Group, Working Group or Task Force of the Trustee Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than three members of the body concerned.
- 18.8 Any of the Trustees, or any member of an Advisory Group, Working Group or Task Force of the Trustee Board, can take part in Trustee Board meetings or other such meetings by way of:
 - 18.8.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or
 - 18.8.2 a series of video conferences or telephone calls from the Chair.

- 18.9 Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chair will be treated as taking place where the Chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Trustee Board decide otherwise.
- 18.10 The Chair may, or on the request of two Trustees shall, at any time call a meeting of the Trustee Board.
- 18.11 The Trustee Board may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting of the Charity but not for any other purpose.
- 18.12 The Trustees shall not have the right to appoint alternates.
- 18.13 The Trustees may invite such other persons who are not Trustees to attend meetings of the Trustee Board, but such persons are not allowed to vote. Such persons may include but are not limited to the Principal Rabbi(s), Rabbis, Cantor(s), the President, Vice Presidents, immediate past Chair and senior employees of the Charity.
- 18.14 All acts bona fide done by any meeting of the Trustee Board, or of any committee of the Trustee Board, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Trustee, or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 18.15 The Trustee Board shall cause proper minutes to be made and kept securely for the purpose of:
- 18.15.1 all appointments of Designated Officers made by the Trustee Board;
 - 18.15.2 the names of Trustee Board members present at each meeting of the Trustee Board and of any committee of the Trustee Board; and
 - 18.15.3 all resolutions and proceedings at all meetings of the Board and of groups of the Trustees.
- 18.16 Any minutes of any meeting, if purporting to be signed by the chair of that meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.
- 18.17 A resolution of the Trustee Board may be taken by majority of the Trustees at a meeting or by a resolution in writing agreed to by a majority of the Eligible Trustees for the time being (provided that a decision cannot be taken by written resolution if the Eligible Trustees would not have formed a quorum at a Trustee Board meeting). The resolution may consist of more than one document in the like form each signed by or otherwise agreed to in writing by one or more than one person. For the avoidance of doubt, a Trustee may indicate his agreement to a resolution in Electronic Form.

19. DESIGNATED OFFICERS

- 19.1 The Trustee Board may appoint such Designated Officers with such titles and roles and for such terms as set out in the Rules.
- 19.2 If at any time any Designated Officer ceases to be a Trustee, they shall also cease to hold office as Designated Officer.

20. CHAIR

- 20.1 Save for the first Chair, no person shall be eligible to stand for election as Chair unless they have served on the Trustee Board for at least one year in the prior three years by the time of the Annual Meeting of Congregants at which they would be elected.
- 20.2 The Chair shall be entitled to preside at all Trustee Board meetings at which they shall be present. If there shall be no Chair or if at any meeting the Chair is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Trustee Board members present shall choose one of their number to be chair of the meeting.
- 20.3 Any person elected as Chair, who was a trustee immediately prior to their election as Chair, shall upon election as Chair, hold office for a further term of three years, notwithstanding that this may result in the Chair holding office as an Elected Trustee for more than two three-year terms of office.
- 20.4 A retiring Chair shall not be eligible for re-election as Chair for five years following their retirement.
- 20.5 A retiring Chair may attend and participate in meetings of the Trustee Board for a year following their retirement but shall not be a Trustee and may not vote on any resolution of the Trustee Board.

21. PRESIDENT AND VICE PRESIDENTS

- 21.1 The President and Vice Presidents shall be elected by the Congregants at an Annual Meeting of Congregants in accordance with the procedures set out in the Rules.
- 21.2 The President and Vice Presidents shall have the roles and responsibilities set out in the Rules but shall not be Trustees.

22. ADVISORY GROUPS, WORKING GROUPS AND TASK FORCES

- 22.1 The Trustee Board shall establish the following permanent Advisory Groups:
 - 22.1.1 The Advisory Group on Financial Matters;
 - 22.1.2 The Advisory Group for Policies and Procedures, and
 - 22.1.3 The Advisory Group on Communal Matters.
- 22.2 The Trustee Board may set up one or more additional Advisory Groups, Working Groups or Task Forces with such titles as the Board shall determine from time to time for the purpose of advising the Trustee Board on any matter or matters relating to the Charity.
- 22.3 The Trustee Board shall approve terms of reference for each such Advisory Group, Working Group or Task Force which shall specify:
 - 22.3.1 its role;
 - 22.3.2 its responsibilities;
 - 22.3.3 the composition and membership; and
 - 22.3.4 the period for which it is established.
- 22.4 Advisory Groups, Working Groups or Task Forces may make recommendations to the Trustee Board in the manner set out in the Rules, but any decisions must be made by the Trustee Board.

23. COMMUNITY FORUMS

- 23.1 The Trustee Board will ensure that it provides regular opportunities for the Congregants to meet to discuss issues of relevance to the Charity and the Congregants.
- 23.2 The Trustee Board shall ensure that the Rules provide for how such forums and meetings take place.

24. RABBIS AND CANTORS

- 24.1 There shall be such numbers of Rabbi(s) and Cantor(s) as the Trustee Board shall determine and appoint as employees of the Charity.
- 24.2 The appointment of each Rabbi and Cantor, and the designation of any Rabbi so appointed as the Principal Rabbi(s) shall be approved by the Trustee Board.
- 24.3 The Rabbis and Cantors shall be the spiritual leaders of the Charity and shall have such other duties as shall be determined by the Trustee Board.

25. EXECUTION OF DOCUMENTS

Documents shall be executed for and on behalf of the Charity in accordance with the Act.

26. ACCOUNTS

Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Charity, carrying on activities of the nature carried on by the Charity.

27. ANNUAL REPORT

The Trustee Board shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of any annual report and its transmission to the Charity Commission.

28. ANNUAL RETURN

The Trustee Board shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that act) with regard to the preparation of any annual return and its transmission to the Charity Commission.

29. NOTICES

- 29.1 Subject to these Articles, anything sent or supplied by or to the Charity under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.
- 29.2 The only address at which a Company Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.
- 29.3 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 for in writing, to be sent or supplied with such notices or documents for the time being.
- 29.4 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

- 29.5 Where a document or information is sent or supplied by the Charity by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.
- 29.6 Where a document or information is sent or supplied by the Charity in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and, in proving such service it will be sufficient to prove that it was properly addressed.
- 29.7 Where a document or information is sent or supplied by the Charity by means of a website, service or delivery shall be deemed to be effected when:
- 29.7.1 the material is first made available on the website; or
- 29.7.2 if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.
- 29.8 A Company Member, or Trustee, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.
- 29.9 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

30. INDEMNITY AND INSURANCE

- 30.1 Subject to the provisions of the Act and these Articles, but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall be indemnified out of the assets of the Charity against all costs and liabilities incurred by them in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in their favour, or they are acquitted, or relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.
- 30.2 To the extent permitted by law from time to time, the Charity may provide funds to every Trustee to meet expenditure incurred or to be incurred by them in any proceedings (whether civil or criminal) brought by any party in relation to the affairs of the Charity, provided that they will be obliged to repay such amounts no later than:
- 30.2.1 if they are convicted in proceedings, the date when the conviction becomes final and the specified time for appeal has expired; or
- 30.2.2 if judgement is given against them in proceedings, the date when the judgement becomes final and the specified time for appeal has expired; or
- 30.2.3 if the court refuses to grant them relief on any application under the Act, the date when refusal becomes final and the specified time for appeal has expired.
- 30.3 Subject to the provisions of the Act and these Articles, the Trustee Board may purchase and maintain insurance at the expense of the Charity for the benefit of any Trustee, or other officer, of the Charity against any liability which may attach to them or loss or expenditure which they may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee or other officer.

31. ALTERATIONS TO THESE ARTICLES

- 31.1 No alterations to these Articles may be made which would cause the Charity to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution at a General Meeting of the Charity or by a written special resolution and any alteration must have the prior approval of two thirds of the Congregants eligible and voting at a General Meeting of the Congregants in accordance with the Rules.
- 31.2 Alterations may only be made to:
- 31.2.1 the Objects; or
 - 31.2.2 to any clause in these Articles which directs the application of property on dissolution; or
 - 31.2.3 to any clause in these Articles which provides the Trustees (or any one of them) with any benefit,
- with the Charity Commission's prior written consent where this is required by law.
- 31.3 The Charity shall inform the Charity Commission and Companies House of any alterations to the Articles and all future copies of the Articles issued must contain such alterations.

32. RULES

- 32.1 The Trustee Board may from time to time make such reasonable and proper Rules as they may deem necessary or expedient for the proper conduct and management of the Charity (subject to such Rules being approved by a simple majority of Congregants eligible to vote at a meeting of the Congregants in accordance with the Rules).
- 32.2 The Trustee Board has the power to alter, add to or repeal the Rules, subject to any such amendment being approved by a simple majority at a General Meeting of the Congregants.

33. DISSOLUTION

If, upon the winding-up or dissolution of the Charity, there remains (after the satisfaction of all its debts and liabilities) any property whatsoever the same shall not be paid to, or distributed among, the Company Members (except where a Company Member is also a charity with similar objects) but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under, or by virtue of Article 6.1. Such charitable institution or institutions shall be determined by the Company Members (subject to such charitable institution first being approved by a majority of two thirds of Congregants present at a General Meeting of the Congregants held in accordance with the Rules), at or before the time of dissolution, or in default by the Charity Commission. If and in so far as effect cannot be given to such provision, then such property shall be given to some other charitable object.

34. DISPUTES

If a dispute arises between Congregants and/or the Trustee Board and/or the Company Members about the validity or propriety of anything done or omitted by any of them, or otherwise arising out of the affairs of the Synagogue, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation under the auspices of a suitable mediator.

APPENDIX

Transitional Provisions

1. The subscribers to the Memorandum of Association shall be the first Trustees of the Charity and shall hold office until the close of the Annual Meeting of Congregants held in the year set against their name in the table below:

Name of first Trustee	Annual Meeting of Congregants held in:
Russell Baum	2020
Noeleen Cohen	2020
Michael Overlander	2020
Caronne Graham	2021
David Brown	2022

2. The first Chair of the Charity shall be Russell Baum who (having been elected as the Chair by the unincorporated association known as the North Western Reform Synagogue (CRN 247081)) shall be deemed to have been elected at an Annual Meeting of the Congregants and who shall hold office as Chair until his term of office expires at the close of the Annual Meeting of Congregants held in 2020.
3. At the first meeting of the Trustee Board held following the date on which the Transfer is completed, the following Trustees shall be appointed by the Trustee Board but shall be deemed to have been elected at an Annual Meeting of Congregants and shall hold office as Elected Trustees until the close of the Annual Meeting of Congregants held in the year set against their name on the table below:

Name	Annual Meeting of Congregants held in:
Michael Simon	2021
Arieh Miller	2021
Nicky Minter-Green	2022
Julia Simmonds	2022