



A Liberal Judaism Congregation. Registered Charity No. 1053565  
[www.norwichljc.org.uk](http://www.norwichljc.org.uk)

**THE CONSTITUTION**

**OF THE**

**NORWICH LIBERAL JEWISH COMMUNITY**

**AMENDED 21ST MARCH 2018**



## 1 NAME

- 1.1 The name of the congregation shall be the Norwich Liberal Jewish Community ("the Community"), which was previously the working title of the Progressive Jewish Community of East Anglia.
- 1.2 The Community shall be a Constituent of Liberal Judaism (ULPS) (Registered Charity No. 1151090), as defined in its most recent Articles of Association adopted in 2012.

## 2 MANAGEMENT

- 2.1 The management and administration of the Community shall be vested in the Council of the Community ("the Council").

## 3 OBJECTS AND POWERS

### *Objects*

- 3.1 The Community shall be established for the objects of advancing the Jewish faith in accordance with the principles of Liberal Judaism.

### *Powers*

- 3.2 In furtherance of the above-mentioned objects but not further or otherwise the Community shall have the following powers:-
  - a) subject to such registration as may be required with the Registrar of Births, Marriages and Deaths to:-
    - (i) provide and maintain a place of worship and to arrange and conduct religious services;
    - (ii) provide, arrange and conduct religious education;
    - (iii) solemnise marriages;
    - (iv) make provision for burial and cremation;
    - (v) perform such other religious rites and charitable duties as the Council shall from time to time determine.
  - b) subject to such consents as may be required by law to raise, borrow and secure the payment of any sum or sums of money;
  - c) to purchase, take on lease or agreement and hire, in the name of the Community on its behalf, any land or interest therein, or any property of any kind;
  - d) subject to such consents as may be required by law to sell, mortgage, charge, grant leases or agreements in respect of and in any other manner deal with and turn to account any land or interest therein, or any property of any kind belonging to the Community whether in its own name or in the name of the Trustees of the Community ("the Trustees") on its behalf;
  - e) to obtain, collect and receive money and funds by way of contributions, donations, affiliation fees, subscriptions, legacies, grants or any other lawful method, provided that the Community shall carry out no permanent trading activities in raising funds;
  - f) to do all such other lawful things as may further the above-mentioned objects.

## 4 MEMBERSHIP

### *Categories of Membership*

- 4.1 The categories of membership shall be Full Member and Junior Member, as set out in the attached Schedule of Membership Definitions, which also includes a definition of the term "Friend of the Community".
- 4.2 Subject to the approval of the Council, membership of the Community shall be open to individuals of the Jewish faith of not less than 16 years of age who subscribe to the principles of Liberal Judaism and to the objects of the Community.

### *Jewish Status*

- 4.3 Interpretation of the phrase "of the Jewish faith" shall be determined in accordance with the principles evolved by Liberal Judaism. A child of mixed parentage, that is having been born of only one Jewish parent, father or mother, is considered Jewish if s/he has been brought up as a Jew.

### *Application for Membership*

- 4.4 All applicants for membership of the Community shall be required to complete a written application in such form as shall from time to time be prescribed by the Council. Any such application shall be considered by the Council at its next meeting after the application has been received by the Membership Secretary. The Council may arrange for the interview of prospective members in such cases as it considers necessary. An applicant for membership shall become a member of the Community upon the approval of the application by the Council and after payment of the appropriate subscription. No reason shall be required to be given for the refusal of a membership application.
- 4.5 The Honorary Secretary shall cause to be kept a permanent record of all members of the Community and of the children of such members.

## 5 SUBSCRIPTIONS

### *Annual Membership Subscription*

- 5.1 The annual membership subscription and any burial, cremation or funeral scheme fees, shall be determined from time to time by the Council, which may impose different rates of subscription for different categories of membership.

### *Payment*

- 5.2 Every member shall be liable to pay the annual subscription in advance, the day after such date as the Council may from time to time decide under the provisions of clause 8.5 as being the end of the financial year. At the option of the member the subscription may be paid in advance in two equal half-yearly instalments the first instalment to be paid on the day all subscriptions are due, or in monthly instalments by banker's standing order, or any such arrangement as may be agreed by the member with the Honorary Treasurer, provided that the subscription is completely paid by the end of the Community's financial year.
- 5.3 The Honorary Treasurer shall have authority to vary the subscription of any person unable to pay the full amount in force at that time.

### *Non-payment*

- 5.4 If a member has not paid the current subscription or the agreed reduced subscription after six months from the due date, or the necessary instalments due after six months from the due date, and if after having then been notified by the Honorary Treasurer fails after one month to bring the subscription up to date or to provide a

satisfactory explanation, then that person's membership shall cease.

## 6 COUNCIL AND OFFICERS

### *The Officers*

6.1 The governing body of the congregation ("the Council") shall consist of the following officers ("Council Officers"), all of whom shall be Full Members of the Community:-

- a) Chair
- b) Vice Chair
- c) Honorary Secretary
- d) Honorary Treasurer

("the Executive Officers"), and six other Council Officers, excluding any ex officio members of the Council.

6.2 The Chair, or in the Chair's absence the Vice Chair, Honorary Secretary or Honorary Treasurer in that order shall take the chair at all Council meetings.

### *Ex Officio Council Members*

6.3 As and when applicable, the minister of the Community, the representative to the Board of Deputies of British Jews, the Honorary President and the representative(s) to the Liberal Judaism Council, unless they are already Council Officers in some other capacity, shall be ex officio Council Officers without voting rights.

### *Co-opted Council Members*

6.4 The Council may co-opt, for a period of not more than one year, up to three Full Members without the power to vote. The Council may also co-opt, for a period of not more than one year, one Friend without the power to vote.

### *Committees*

6.5 The Council may appoint and dissolve from time to time committees consisting of such Council Officers and others as it thinks fit. The chair of any such committee shall be appointed by the Council and any such committee shall take proper minutes of meetings with a copy for the Honorary Secretary. In the exercise of the powers delegated to it, any such committee shall conform to any regulations that may be imposed upon it by the Council. The holding and expenditure of monies by any committee shall be subject to the authorisation of the Council.

### *Powers*

6.6 The Council shall manage the affairs of the Community and, in particular, at meetings of the Council ("Council Meetings") shall

- a) determine and decide all questions relating to the religious practices and services of the Community and to the religious education of members' children;
- b) determine and decide all questions relating to membership of the Community within the requirements laid down by this Constitution;
- c) employ visiting rabbis, student rabbis and lay readers as appropriate, and at the appropriate time appoint and determine the services, remuneration and terms and conditions of employment of a minister, reader, organist, choir-master, religion school teachers etc;
- d) administer and decide upon the giving of alms;
- e) determine and decide upon all questions which may arise concerning the

administration of the Community and its affairs and the furtherance of its declared objectives, including the delegation of such of its powers as it sees fit, in pursuance of such objectives.

#### *Disclosure of Interest*

- 6.7 Any Executive or other Council Officer or member of any committee having or expecting to have any personal financial interest in any matter for consideration by the Council or by the committee, shall declare that interest, shall take no part in any debate upon that matter, and the declaration of that interest, and of the member's abstention shall be recorded.

#### *Powers of Removal*

- 6.8 The Council shall have power for good and sufficient reason to remove a member or co-opted member from the Council or any committee. Such a course of action shall require a three-quarter majority vote of the Council and any such member or co-opted member shall have the right to be heard by the Council before the decision as to whether to remove such person from the position in question is taken.

#### *Meetings*

- 6.9 The Council shall meet at least once in each calendar month, or the equivalent thereof.
- 6.10 Not less than seven clear days written notice of every such meeting shall be given to all those entitled to attend, unless the urgent nature of the business of the meeting requires that less notice be given.
- 6.11 A Council Officer who fails to attend four consecutive regular monthly meetings of which s/he shall have received due notice, shall cease to be a Council Officer if in the opinion of a three-quarter majority of the remainder of the Council Officers this is felt to be just and equitable. If this is the case then the Council may appoint until the next Annual General Meeting another Full Member with the power to vote.
- 6.12 Proper minutes shall be taken of all Council Meetings. At every Council Meeting, the minutes of the preceding meeting shall be taken as read and shall be confirmed as a correct record, agreeing any amendments as appropriate.
- 6.13 All business carried out by the Council shall be by the resolve of the majority of the persons present and voting. Where there is an equality of votes the Chair or other Executive Officer chairing the meeting, who shall not otherwise vote, shall have a casting vote.
- 6.14 All matters discussed at Council Meetings and committees shall be regarded as private and confidential and shall be disclosed only when the Council so authorises.
- 6.15 The quorum for all Council meetings shall be six, to include at least one Executive Officer.

#### *Election of Officers*

- 6.16 The Executive and other Council Officers shall be elected or re-elected each year at the Annual General Meeting.
- 6.17 A Council Officer shall serve no more than six consecutive years, unless elected by a resolution carried by not less than two-thirds of those present and voting at a General Meeting, or unless s/he is elected as an Executive Officer in the sixth year, in which case s/he shall be eligible for re-election for a seventh term only, again unless subsequently elected by a resolution carried by not less than two-thirds of those present and voting at a General Meeting. Ineligibility for re-election shall remain in force for one year.

- 6.18 A Council Officer shall have served at least one year in order to be eligible for election as Chair or Vice Chair.
- 6.19 No Chair of the Council may serve as such for more than four consecutive years, unless elected by a resolution carried by not less than two-thirds of those present and voting at a General Meeting.
- 6.20 Where in any year the number of elected Council Officers falls below eight, the Council may, if in its opinion such reduction in its strength prevents it from acting efficiently and in the best interests of the Community, convene a General Meeting to elect a Council Officer or Officers to fill the vacancies occurring for the balance of the term of those vacancies.

## 7 TRUSTEES

- 7.1 The Community may appoint and may determine the appointment of not less than three persons to act as holding trustees for the purpose of holding any monies or property belonging to the Community. The Trustees shall be Full Members of the Community.
- 7.2 All the investments belonging to the Community shall be vested in the Trustees and they shall have the custody of all deeds and documents of title relating to such property of the Community and shall be responsible for the same and shall deal with and dispose of all the property of the Community for the time being vested in them and the income thereof as directed by the Council. Any freehold or leasehold property belonging to the Community either solely or jointly with any other person or body may be vested in a Bank or Trust Corporation as holding trustee of the property or placed under the control of such organisation upon such terms and conditions (including the payment of remuneration) as shall be agreed from time to time between the Council and the organisation.
- 7.3 A vacancy among the Trustees shall be filled by resolution passed by a majority of those present and voting at a General Meeting. Upon every appointment of a Trustee and upon every retirement of a Trustee all such deeds and other acts as the Council may direct for the purpose of vesting all property of the Community then vested in any surviving or continuing or retiring Trustees or Trustee or the personal representatives of any last surviving Trustee in the Trustees for the time being shall be executed and done.
- 7.4 Any Trustee who becomes bankrupt or remains out of the United Kingdom for more than 12 months or ceases to be a Full Member of the Community or by sickness or otherwise is prevented from acting as a Trustee shall thereupon cease to be a Trustee.
- 7.5 Any Trustee may be removed by a resolution passed by a majority of those present and voting at a General Meeting.

## 8 HONORARY TREASURER AND FINANCIAL MATTERS

### *Proper Use of Income and Property*

- 8.1 The income and property of the Community from wherever it is obtained shall be applied solely towards the promotion of the purposes of the Community as set forth in this Constitution, and no portion thereof shall be paid or transferred directly or indirectly in any manner whatsoever by way of profit to any member of the Community, although nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any employee of the Community or the repayment of proper out-of-pocket expenses incurred in the carrying out of the

Community's business by any Executive or other Council Officer or other member of the Community appointed to act on its behalf.

#### *Maintenance of Accounts*

- 8.2 The Honorary Treasurer shall keep all proper books of account in accordance with recognised accountancy practice and shall have the custody of all monies received on behalf of the Community. Such monies shall be paid into the banking account or accounts of the Community at a bank or banks selected from time to time by the Council. All disbursements on behalf of the Community shall be made by the Honorary Treasurer with the authority of the Council. All monies of the Community directed by the Council to be invested shall be invested by the Honorary Treasurer in the name of the Community in such investments as the Council shall from time to time direct.

#### *Appointment of An Independent Examiner*

- 8.3 The members of the Community shall at each Annual General Meeting appoint a qualified accountant or accountants, who shall not be a member or members of the Community, to audit the accounts of that year ("the Independent Examiner"). The Independent Examiner shall inspect the books and receipts of the Community and investigate its accounts certifying them as to their correctness. The Independent Examiner shall also audit annually the balance sheet and the accounts of the income and expenditure of the Community as prepared by the Honorary Treasurer, certifying them when found to be correct. The Independent Examiner shall also audit the accounts of any Committee duly authorised by the Council to receive, hold and expend monies.

#### *Signing Cheques*

- 8.4 All cheques drawn on the bank account or accounts of the Community shall be signed by the Honorary Treasurer and one other of the Executive Officers. In the event of the Honorary Treasurer being incapacitated, cheques shall be signed by any two of the other Executive Officers.

#### *Financial Year*

- 8.5 The financial year of the Community and of all Committees of the Community shall end on the 31st day of December in each year, or such other date as the Council may from time to time decide, and the accounts of the Community shall be drawn up to coincide with that date.

#### *Committees, Associate Bodies or Groups*

- 8.6 All monies or property held by any committee, associate body or group of the Community shall be the property of the Community and the Council shall have the power at any time to require any such committee, associate body or group to deliver to the Trustees or to the Honorary Treasurer or as the Council shall direct, all monies or property held by it.
- 8.7 Any committee, associate body or group of the Community shall prepare such accounts as the Council shall require for each financial year of the Community, shall deliver the same to the Honorary Treasurer not later than the 1st day of January in the following year and shall make available to the Honorary Treasurer and to the Independent Examiner all books of account and other documents reasonably required in connection therewith.

9 HONORARY LIFE PRESIDENT, HONORARY PRESIDENT AND VICE PRESIDENT

- 9.1 Members present and voting at the Annual General Meeting may, as they see fit,



elect an Honorary President and Vice President in recognition of distinguished service to the Community. Any such office shall be held for a period of one year and upon re-election for a maximum of three consecutive terms in all, but shall not carry any voting rights in the administration of the Community's affairs.

- 9.2 Members present and voting at the Annual General Meeting may, as they see fit, elect an Honorary Life President in recognition of distinguished service to the Community. Such office shall be held for life but shall not carry any voting or other rights in the administration of the Community's affairs.

## 10 LIBERAL JUDAISM REPRESENTATION

- 10.1 The Council should appoint the number of representatives to the Council of Liberal Judaism ("LJ Representatives") to which it may from time to time be entitled.
- 10.2 The appointment of LJ Representatives shall be notified in writing by mail or email to the Director of Liberal Judaism, signed by the Chair of the Council or the Honorary Secretary. The Council shall be invested with the power to withdraw any such appointment and each appointment shall continue until it is so withdrawn, or until the representative retires from the Council of Liberal Judaism or dies.
- 10.3 Each LJ Representative shall be a Full Member of the Community and shall be at least 18 years of age.

## 11 GENERAL MEETINGS

### *General Meetings*

- 11.1 General meetings of the Community shall be held at such time as the Council shall from time to time decide. The Honorary Secretary shall give in writing by mail or email to every member of the Community entitled to vote, at least fourteen clear days notice of the meeting. The notice shall set forth, so far as possible, the matters for consideration, provided that any matter not referred to in the notice may be dealt with at the meeting with the consent of the chair of the meeting or a majority of the members present and entitled to vote.
- 11.2 Any Full Member wanting to move a resolution at a General Meeting shall state it precisely in writing by mail or as a scanned attachment to an email, signed by the proposer and seconder and received by the Honorary Secretary at least twenty-one days before the date of the meeting, provided that the chair of the meeting shall have discretion to admit notices of motion otherwise than in accordance with this Clause, and provided also that any proposal to alter the Constitution shall be submitted as prescribed below.
- 11.3 Every Full Member of the Community (not being more than six calendar months in arrears with any payment due to the Community) shall have the right to vote at every General Meeting and shall be eligible for membership of the Council.
- 11.4 The decision of a simple majority shall be binding on the minority, except in the following cases, when a two-thirds majority is required: alterations to the Constitution, the election of the Chair of the Council for more than four consecutive years, and the election of the Executive and other Council Officers for more than six or seven years (see Election of Officers).
- 11.5 Voting at all General Meetings (including the Annual General Meeting) shall be by simple majority on a show of hands, but should at any General Meeting the chair of the meeting, or one-tenth of those present and voting, demand a ballot, then the voting shall be taken by ballot. In the event of an equality of votes, the chair of the meeting, who shall not otherwise vote, shall have a casting vote. Postal voting shall

be acceptable only for the election of the Executive and other Council Officers. There shall be no proxy voting.

- 11.6 The quorum for all General Meetings (including the Annual General Meeting and any Extraordinary General Meeting) shall be ten members of the Community entitled to vote. If within twenty minutes of the time specified for the commencement of any meeting a quorum is not present then those members present and entitled to vote shall be a quorum, except in the case of an Extraordinary General Meeting convened upon the requisition of members, if ten members entitled to vote are not present within twenty minutes after the time fixed for the commencement of such a meeting then the meeting shall be dissolved.

#### *Annual General Meeting*

- 11.7 The Annual General Meeting shall be held during the month of March at such a time and place as the Council shall determine. The Honorary Secretary shall give in writing by mail or email to every member of the Community entitled to vote, at least fourteen clear days notice of the meeting, together with a copy of the audited Accounts. Every nomination for membership of the Council, for Executive Officer, Honorary Life President or for Honorary President or Vice President, shall be in writing by mail or as a scanned attachment to an email, signed by the proposer and seconder, with the written consent of the nominee, and must be received by the Honorary Secretary at least seven days before the date of the meeting.

- 11.8 The order of business at the Annual General Meeting after taking apologies for absence shall be, as applicable:-

- a) to agree the minutes of the previous Annual General Meeting;
- b) to receive the Annual Report of the Chair of the Council;
- c) to receive the Annual Report of the Minister;
- d) to receive the Annual Report of the Honorary Treasurer, to receive the audited accounts of the Community, including the accounts of all Committees, and to receive notice of all subscriptions for the current financial year;
- e) to elect the Executive Officers;
- f) to elect the other Council Officers;
- g) to elect three Trustees;
- h) to elect an Honorary Life President, Honorary President and Vice Presidents;
- i) to elect representatives to the Board of Deputies of British Jews;
- j) to appoint an Independent Examiner for the accounts;
- k) to consider proposals to amend the Constitution or Standing Orders if such proposals are presented;
- l) to consider any notices of motion received; and
- m) to deal with any other matters as the chair of the meeting or majority of those members present and voting shall accept.

- 11.9 At any contested election the voting shall be by ballot.

#### *Extraordinary General Meetings*

- 11.10 An Extraordinary General Meeting of the Community shall be convened by decision of the Council or upon receipt by the Honorary Secretary of a requisition, in writing by mail or email, signed by at least one-quarter of those members of the Community entitled to vote, and stating precisely the purpose for which the Extraordinary

General Meeting is to be called, provided that such a requisition shall be received by the Honorary Secretary at least twenty-one clear days before the date on which the Extraordinary General Meeting is to be called. The business of any such Extraordinary General Meeting shall be confined to the items stated in the requisition, and at least fourteen days clear notice shall be given by such means as the Community shall deem appropriate and adequate, such notice stating clearly the business of the meeting.

## 12 NOTICES

- 12.1 Any notice required to be given to any member of the Community, the Executive or other Council Officer shall be deemed to be sufficiently given either sending it by email or by leaving the same at, or sending it prepaid through the post addressed to the last known address of the member, Executive or other Council Officer. Every notice sent through the post shall be deemed to have been received at the expiration of five days from the time at which it was posted.
- 12.2 Any accidental omission to send a notice of any General or Council Meeting to any member of the Community or Council Officer shall not invalidate the proceedings of the meeting.

## 13 INTERPRETATION

- 13.1 In the construction of this Constitution singular shall include plural and vice versa.
- 13.2 The Council shall be the sole authority for the interpretation of the Constitution and its decision upon any matter not provided for shall be final and binding.

## 14 STANDING ORDERS

- 14.1 The Annual General Meeting shall approve Standing Orders which shall apply to all General Meetings, to the Council and to all committees as appropriate.

## 15 ALTERATION OF THE CONSTITUTION

- 15.1 The objects of the Community shall be inviolable. Otherwise, alterations to the Constitution shall receive the assent of a two-thirds majority of the members of the Community present and voting at a General Meeting. Any proposed alteration to the Constitution shall be received by the Honorary Secretary at least twenty-one clear days before the meeting at which the proposal is to be brought forward. The Honorary Secretary shall give in writing by mail or email to every member of the Community entitled to vote at least fourteen clear days notice of the meeting and shall include notice of the alterations proposed, provided that no alteration shall be made to this Constitution which shall cause the Community to cease to be a charity at law and provided further that no alteration shall be made to Clause 17 or to this clause without the prior written approval of the Charity Commission.

## 16 INDEMNITY

- 16.1 In the execution of the trusts hereof, no Council Officer or committee member shall be liable for any loss to the property of the Charity arising by reason of any improper investment made in good faith (so long as s/he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by her/him by any other Council Officer or committee member hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was strictly not necessary or by reason of any mistake or

omission or thing other than wilful and individual fraud or wrongdoing or wrongful omission on the part of the council Officer or committee member who is sought to be made liable. The Honorary Treasurer shall effect a policy of insurance in respect of the indemnity aforementioned.

## 17 DISSOLUTION

- 17.1 The Community may be dissolved at any time by a resolution carried by a two-thirds majority of those present and voting at a General Meeting of which at least twenty-one days prior notice shall have been given to each Full Member of the Community. Such resolution may give instructions for the disposal of any assets held by or in the name of the Community, provided that if any property remains after the satisfaction of all debts and liabilities, such property shall not be paid to or distributed among the members of the Community but shall be given or transferred to Liberal Judaism or such other charitable institution or institution having objects similar to some or all of the objects of the Community as the Community may with the approval of the Charity Commissioners or other authority having charitable jurisdiction, determine. Such distribution shall not take place until three months after the dissolution of the Community during which time all debts and liabilities shall be settled.

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## SCHEDULE OF MEMBERSHIP DEFINITIONS FORMING A PART OF THIS CONSTITUTION (CATEGORIES OF MEMBERSHIP)

### A FULL MEMBER

A Full Member is a person of the Jewish faith of not less than 16 years of age who subscribes to the principles and objectives of Liberal Judaism and of the Community, interpretation of the phrase "of the Jewish faith" being determined in accordance with the principles evolved by Liberal Judaism.

Notes:- A Full Member of the Community shall have full voting rights, may be elected to serve on the Council etc, and shall be included in the Community's Burial Scheme.

A child of a Full Member brought up in or of the Jewish faith who has not yet reached 21 years of age and who is normally residing at the same address as the Full Member, shall be included in the Community's Burial Scheme. (A child of mixed parentage, that is having been born of only one Jewish parent, father or mother, is considered Jewish if s/he has been brought up as a Jew.)

### B JUNIOR MEMBER

Upon reaching 18 years of age, the child of a Full Member shall be eligible for election as a Junior Member, provided that the child is normally residing at the same address as the Full Member.

Notes:- A child of mixed parentage, that is having been born of only one Jewish parent, father or mother, is considered Jewish if s/he has been brought up as a Jew.

A Junior Member who is the child of a Full Member shall have Full Membership rights.

Junior Membership shall cease upon reaching 21 years of age.

A Junior Member who has reached 21 years of age, shall be eligible for

election as a Full Member upon payment of the Full Membership fee.

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#### FRIEND OF THE COMMUNITY

In addition to the above membership definitions, the non-Jewish spouse of a Full Member, or any person not of the Jewish faith but who has an interest in Liberal Judaism, may become a Friend of the Community upon payment of a subscription which the Council shall determine from time to time.

Note:- A Friend has no voting rights and may not be elected to serve on the Council etc. S/he may attend services but may not perform any formal function within a Torah service. A Friend shall also be ineligible for participation in the Community's Burial Scheme.