



## THE WEST LONDON SYNAGOGUE OF BRITISH JEWS

### RULES

OCTOBER 2017

June 2020

Approved by the Board  
at the Meeting on ~~26<sup>th</sup> September 2017~~ 26.04.20

Approved by Resolution of the Congregants  
at the General Meeting on ~~31 October 2017~~ 16 June, 2020

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## INTRODUCTION

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The West London Synagogue of British Jews (“the Synagogue”) is a charitable company incorporated under the Companies Act 2006 (Company Number 08578248), not having a share capital.

By way of background and explanation of terms:

- 1 The Synagogue, as a company, has Articles of Association which are binding and registered at Companies House and with the Charities Commission.
- 2 These Rules are supplementary and subordinate to the Articles.
- 3 In the Articles and in these Rules, we use “Synagogue”, when capitalised, to denote the company.
- 4 As a company, it has Members (the equivalent of its shareholders) and Directors/Trustees.
- 5 The Members of the company hold their Membership by virtue of their election as Directors/Trustees.
- 6 Being a Member of the Company is distinct from being a member of the synagogue (in the traditional sense).
- 7 Those who are members of the synagogue (in the traditional sense) are such by virtue of an annual fee (unless not required), and the provisions of these Rules, with categories of membership as per Appendix 1.
- 8 These, with certain exceptions as per Appendix 1, form the Congregants, being those who are entitled to vote as such, under these Rules, on certain important decisions.

## OBJECTS AND PURPOSE

‘The West London Synagogue of British Jews’, for persons of the Jewish faith affiliated to Reform Judaism, providing and maintaining a place of worship for its members and promoting religious, educational, cultural, charitable and communal activities in accordance with the Articles.

## PRINCIPLES

Subject to compliance with applicable laws, those responsible for, or involved in, the governance or management of the Synagogue shall endeavour to act in all circumstances ethically, fairly and with integrity and in a manner which gives full expression to the values of progressive Judaism as interpreted by the Senior Rabbi-(s).

## PROHIBITION ON DISCRIMINATION

Subject to the requirements of the law and practice of progressive Judaism, as interpreted by the Senior Rabbi-(s), and any specific provisions in these Rules, there shall be no discrimination on grounds of race, nationality, national origins, gender or sexual orientation.

## MEMORANDUM AND ARTICLES OF ASSOCIATION AND RULES

The Synagogue shall be governed and managed in accordance with the Articles of Association of the Synagogue and these Rules. In case of any conflict between the Articles of Association and the Rules, the provisions of the Articles of Association shall prevail.

## APPOINTMENTS AND ELECTIONS

All Officers, whose appointment is ratified at the annual General Meeting, (save for the incoming Chairman and Wardens who shall take office in accordance with Rule 3.4.4 and 3.11.3 respectively) shall take office immediately after that Annual General Meeting of the Congregants unless otherwise agreed by the Board and such later date is ratified by the Congregants at a general meeting. An Officer is any member of the Congregation who is appointed as such or whose appointment is ratified at the Annual General Meeting.

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## SECTION 1 – DEFINITIONS AND INTERPRETATION

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### DEFINITIONS

1.1 In these Rules, unless the context otherwise requires:

~~“Advisory Group” means a group selected by the President but which shall include the President, the Senior Rabbi and the Chairman together with other persons whose commercial experience and financial knowledge should identify challenges and provide useful influence on the Chairman and the Board;~~

“Annual General Meeting” means the General Meeting of the Congregation required by Rule 5;

“Appointments Committee” means a committee of the Board comprising the Chairman, the Treasurer, the Senior Rabbi, ~~(s)~~, the President and one additional Board member selected by the Board;

“Articles of Association” means the Articles of Association of the Synagogue;

“Board” means the Directors of the Synagogue as defined in the Articles of Association;

“Chairman” means the Chairman of the Board as set out in Rule 3.4;

“Charitable Fund” means the WLS Charitable Fund established in accordance with Rule 10.2;

“Clear Days” means in relation to the period of a notice means a period excluding:

- the day when the notice is given or deemed to be given;
- the day for which it is given or on which it is to take effect; and
- days other than Business Days;

“Companies Acts” means the Companies Acts (as defined in Section 2 of the Companies Act 2006) in so far as they apply to the Synagogue;

“Committee(s)” means any committee, board or other body or group whether established by the Rules or otherwise;

“Congregant” means a person who has the right to vote at a General Meeting in accordance with the categories of membership as set out in Appendix 1 of these Rules;

“Congregation” means all the Congregants;

“Deputy Chairman” means a person appointed by the Chairman as his/her deputy, established in accordance with the Rules;

“Executive Director” means the person appointed by the Board to manage the day to day operations of the Synagogue;

“The Executive Group.” means a sub-committee of the Board ~~comprising the Executive Director, Chairman, Deputy Chairman (if any), Chairman Elect (if any), Senior Rabbi and Treasurer along with such member(s) of the Advisory Group who they may invite and who, together, will oversee decisions concerning the day-to-day running of the Synagogue~~ as set forth in Rule 3.8;

“General Meeting” means a meeting of the Congregants;

“**Kol Nidrei**” means the eve of *Yom Kippur* (Day of Atonement);

“**Marriage Acts**” means the laws relating to marriage applicable in the United Kingdom from time to time;

“**Members**” shall mean the Directors from time to time of the Synagogue, as provided in the Articles of Association;

“**Mitzvot**” means those religious duties or rituals during a service, which it is a privilege to perform, such as reading from the Torah, dressing the Torah and opening the Ark;

“**Nominations Committee**” means a committee of the Board comprising the Chairman, together with one Senior Warden and up to three Board members, as selected by the Board;

“**President**” means the President of the Synagogue elected under Rule 3.2;

“**Rabbi**” means a person who holds a recognised rabbinic ordination and is employed by or is otherwise engaged by the Synagogue to perform rabbinical duties;

“**Rabbinic Appointments Committee**” means a committee of the Board comprising the President, the Chairman, the Senior Rabbi(s) (except in the case of an appointment of a new Senior Rabbi), together with one Vice Chair, one Senior Warden and one Board member all as selected by the Board;

“**Rules**” means these Rules as may be amended or added to from time to time;

“**Senior Rabbi(s)**” means the Rabbi(s) appointed by the Board and so designated in accordance with Rule 7;

“**Senior Warden**” means the Warden who is the senior of the Wardens in accordance with Rule 3.11;

“**Shabbat**” means the Jewish Sabbath (Friday evening after sundown and Saturday until Sundown)

“**Special Resolution**” means a resolution of the Congregants passed by not less than 75% of the Congregants present in person or by proxy at a General Meeting voting in accordance with the Rules;

“**Synagogue Member(s)**” and “**Associate Synagogue Member(s)**” means those persons defined as such in Appendix 1;

“**Tallit**” means a prayer shawl;

“**Directors**” means the directors of the Synagogue as defined in its Articles of Association who are responsible as the charity Directors (as defined by Section 177 of the Charities Act 2011); and any reference to a Director shall additionally be construed as referring to the responsibility of such person as a director in accordance with company law;

“**Warden(s)**” means the person(s) described in Section 3.11.

## INTERPRETATION

- 1.2 (a) In interpreting and construing these Rules, the Interpretation Act 1978 shall apply so far as appropriate. The general principle of interpretation and construction shall be that the words shall be given a meaning that is sensible and where there is any doubt a purposive interpretation shall be adopted, i.e. one that seeks to give effect to the overall purpose and intent of the Rules in general. Regard shall be had to any relevant minutes, papers or other documentation which shed light on the meaning to be given to the words under consideration.

(b) The Board shall designate one or more Congregants with judicial or legal experience to whom any doubts or disputes as to the interpretation of these Rules shall be referred and whose ruling shall be final subject only to the powers of the Courts and the Charity Commissioners.

(c) In the Rules, any reference to a particular office or position, or officer or post-holder, shall include a situation where these Rules provide or Board has resolved that the particular office or position may be held by two people sharing the duties, powers and responsibilities of the office or position and any references to an officer or post-holder where the Board has so resolved shall be construed accordingly.

- 1.3 Words importing one gender shall include all genders, the singular includes the plural and vice versa.
- 1.4 A reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

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## SECTION 2 – CATEGORIES OF MEMBERSHIP

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2.1 The categories of membership shall be as set out in Appendix 1 of these Rules and defines who is entitled to:

- vote at a General Meeting of the Congregants,
- have complimentary tickets for the High Holy Days,
- be a Director, Warden or President,
- join the Funeral Expenses Scheme, and
- receive Mitzvot in the Synagogue

2.2 Applicants to become a Synagogue Member or Associate Synagogue Member must be of the Jewish faith as prescribed by the Assembly of Reform Rabbis, aged 18 and over, satisfactorily complete a prescribed application form and attend an interview with one of the Rabbis who shall enter his/her recommendation on the form. Once status has been checked by the Rabbis, and approved by them, the application shall then be presented to the Board for information.

## APPEAL AGAINST REFUSAL OF MEMBERSHIP

2.3 Any person who fails to satisfy the Rabbis that he or she is suitable to be a Synagogue Member or Associate Synagogue Member may appeal to the President, whose recommendation shall be considered by the Board for final determination after ~~the~~ Senior Rabbi has confirmed that the applicant is of the Jewish faith.

## SUBSCRIPTIONS

2.4 The levels of subscription payable will be set by the Board from time to time for each category of person listed in Appendix 1 and may be varied by the Board from time to time. Synagogue Members and Associate Synagogue Members shall also be liable to pay any levy imposed by the Board, provided that, in any case where the proposed levy is more than 20 per cent of the then regular annual subscription payable by an individual, it shall first be approved by the Congregants at a General Meeting by simple majority.

## REDUCED SUBSCRIPTIONS

2.5.1 The Executive Director, the Treasurer, the Senior Rabbi(s) and, representative(s) of the other Rabbis as a group have been delegated by the Board so as to have authority to reduce, suspend or remove the obligation to make payment, or to agree payment by instalments, of the subscription payable by any individual on grounds of hardship or special circumstances.

- 2.5.2 The same group as in 2.5.1 shall as a group have delegated authority to agree arrangements for the payment of arrears.

### **ARREARS, EXCLUSION, SUSPENSION AND EXPULSION**

- 2.6.1 Any individual whose conduct is judged to be damaging to the standing or interests of the Synagogue may (subject to 2.6.3) be excluded, suspended or expelled in accordance with procedures set out in these Rules.
- 2.6.2 Individuals who are in arrears with their subscriptions or any levy as a Synagogue Member, may be suspended from membership of the Congregation and during such suspension shall forfeit all their rights and privileges (save for the rights to burial) Such Congregants not settling the arrears within a period of not less than three (3) calendar months from the date of notification of suspension shall (subject to 2.6.3) be excluded (all burial rights also being excluded) but may be re-admitted under Rule 2.
- 2.6.3 A resolution for the suspension or exclusion of an individual must be considered and (if agreed) passed by the Board by a simple majority. The individual shall then be notified without undue delay.
- 2.6.4 Any individual suspended or excluded under this Rule may appeal to the President, in writing (setting out the reasons) sent to the Executive Director within four weeks of the Board's decision having been notified to that individual in writing. The appellant may request to be heard orally. In such instance the President will set up an appeal panel comprising a minimum of three (3) Board members, whose decision shall be by a simple majority and shall be final and conveyed to the Board and the individual concerned.

### **SEATS**

- 2.7.1 Seats for services will be allocated to individuals in accordance with the policy of the Board from time to time.
- 2.7.2 The Board may determine that certain seats within the Synagogue may be reserved by individuals. The Synagogue may request but may not require individuals holding reserved seats to make a voluntary donation to the Synagogue.

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## **SECTION 3 – OFFICERS AND DIRECTORS**

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### **HONORARY LIFE PRESIDENT AND VICE-PRESIDENTS**

- 3.1 The Board may, subject to ratification at a General Meeting of the Congregation, elect any person who has served the Synagogue with outstanding distinction as an Honorary Life President or an Honorary Life Vice-President.

### **THE PRESIDENT**

- 3.2.1 The Board, on the nomination of at least three members of the Board, shall elect from among those Congregants entitled to hold a position as set out in Appendix 1, a President of the Synagogue, subject to ratification at a General Meeting of the Congregants, to serve for three years with the possibility of re-election and ratification by the Congregants in General meeting for one further period of three years and thereafter on the same basis for further periods of one year up to a cumulative period of no more than 9 years of total service.
- 3.2.2 Prior to considering for election a new President, the Board shall consult the retiring President for his/her views.

- 3.2.3 The Board's nomination for President shall on each occasion be considered for ratification by the Congregants at the next following General Meeting of the Congregants. In the event of the appointment not being so ratified, the nomination shall be referred back to the Board, which may then decide by a 75%two-thirds majority either to re-submit the nomination to an adjourned or further General Meeting of the Congregants or to propose another nominee in accordance with the procedure set out above, which shall be repeated until an appointment of President is ratified by the Congregants at General Meeting of the Congregants.

## DUTIES OF THE PRESIDENT

- 3.3 The duties of the President shall be:

3.3.1 to represent the Synagogue at external national, religious or civic events;

3.3.2 to attend and support significant services and occasions at the Synagogue;

3.3.3 to chair the Annual General Meeting and General Meetings of the Congregants;

3.3.4 to assist the Officers of the Synagogue, and the Senior Rabbi(s) in any discussions on the future strategic direction and finances of the Synagogue;

3.3.5 to ~~be a member of the Advisory Group;~~

~~3.3.6~~ to assist in raising funds for the Synagogue; and

3.3.7 to coordinate a team to hear and determine appeals, as required, in relation to disputes with employees, Synagogue Members and former Synagogue Members.

## THE CHAIRMAN OF THE BOARD

- 3.4.1 The Chairman of the Board shall be nominated by the Board from among those Congregants entitled to hold a position as set out in Appendix 1, subject to ratification at a General Meeting of Congregants by a simple majority of those present or by proxy who are entitled to vote.

- 3.4.2 At an appropriate Board Meeting at the discretion of the Chairman, the Board will establish and ask the Nominations Committee to consider suitable candidates for the position of incoming Chairman. The Nominations Committee shall take soundings from the President, Senior Rabbi(s) and (at their discretion) some Congregants. The Nominations Committee will present to the Board a list of one or more candidates who ideally will be current or past members of the Board. The Executive Director shall, at least ten (10) days before the Board Meeting send the approved list to all members of the Board, inviting them to identify their favoured candidate by completion of a ballot paper to be returned to the Executive Director either by post, electronically or at the Board meeting. Before the election, the candidates shall, if required, orally address the Nominations Committee and, if required, the Board on their aims, policies and strategy for the Synagogue. Voting shall be conducted by secret ballot. The ballot shall be determined by a simple majority.

- 3.4.3 The Board's nomination of Chairman shall be considered for ratification by the Congregants at the next following General Meeting of the Congregants. In the event of the nomination not being so ratified, the nomination shall be referred back to the Board, which may then decide, by a 75%two-thirds majority, either to re-submit the nomination to an adjourned or further General Meeting of the Congregants or to propose another nominee in accordance with the procedure set out above, which shall be repeated until a nomination of Chairman is ratified by the Congregants at General Meeting.

- 3.4.4 Subject to such ratification having been obtained, the incoming Chairman will take up office from the Shabbat immediately following the festival of Simchat Torah (ie Shabbat Bereshit) falling after the Annual General Meeting of the Congregants at which the election was ratified. In the event that the ratification process delays the appointment of the new Chairman beyond Shabbat Bereshit, the outgoing Chairman will be requested to remain in post until a new Chairman has been appointed and his or her appointment ratified. In the event of the resignation, death or removal from office of a Chairman, the Board may propose and the Congregants at a General Meeting of the Congregants may ratify, an alternative date to Shabbat Bereshit for the incoming Chairman to take up office.
- 3.4.5 At such time as there shall be no Chairman but a Deputy Chairman shall have previously been appointed, the Deputy Chairman shall act as temporary Chairman unless a majority of the Board shall otherwise decide.

#### **CHAIRMAN-ELECT**

- 3.5 A prospective Chairman may be elected through the above processes up to eighteen (18) months before taking up office and, between the date of the election (including for the avoidance of doubt ratification by the Congregants in General Meeting) and taking up office shall be a member of the Board and have such additional duties and privileges as determined by the Board.

#### **PERIOD OF OFFICE AND RE-ELECTION OF CHAIRMAN**

- 3.6 The Chairman may hold office for three years and may thereafter be re-elected on one occasion so that the total period of service shall not exceed six years and, in the case of a second period, the election shall be subject to ratification at a General Meeting. A Chairman stepping down from that role shall automatically retire from the Board on the day he steps down unless two-thirds majority of the Board invite the retiring Chairman to stand for re-election to the Board.

#### **DUTIES OF THE CHAIRMAN**

- 3.7 The Chairman shall:
- 3.7.1 preside at meetings of the Board and shall approve and receive the agendas, minutes and papers and be entitled to attend all committees and other working groups;
  - 3.7.2 chair the committees responsible for the appointment of the senior leaders of the Synagogue;
  - 3.7.3 oversee the conduct and responsibilities of the Executive Director and the Senior Rabbi;(s);
  - 3.7.4 be the strategic leader of the Synagogue, responsible for supervising the overall running of the Synagogue and all its activities;
  - 3.7.5 attend meetings with the Senior Rabbi;(s) and/or Executive Director and/or Treasurer as required;
  - 3.7.6 actively support the ethics of Reform Judaism as it pertains to the Synagogue and be accessible to Congregants if required; and
  - 3.7.7 together with the President, be prepared to represent the Synagogue in external national, cultural, religious or civic events.

#### **APPOINTMENT AND DUTIES OF VICE-CHAIRMEN, EXECUTIVE GROUP AND DEPUTY CHAIRMAN**

#### **VICE CHAIRMEN**



- 3.8.1 The Board may, after consultation with the Chairman, appoint such number of Vice-Chairmen as it sees fit, with such duties and powers as the Board shall prescribe.
- 3.8.2 Vice Chairmen shall become members of the Board and shall hold office in accordance with Rule 3.8.5. and the Articles of Association.
- 3.8.3 When it is deemed necessary to appoint one or more Vice-Chairmen, the Board may require the Nominations Committee to present to the Board a list of one or more candidates for each position.
- 3.8.4 The duties of a Vice-Chairman are to lead and co-ordinate, as delegated by the Board, a particular area of Synagogue activity, as determined, from time to time, by the Board.
- 3.8.5 A Vice Chairman shall hold office for three years and may thereafter be re-elected on one or more occasions so that the total period of service shall not exceed three consecutive terms of 3 years.

### EXECUTIVE GROUP

- 3.8.6 The Board will on the recommendation of the Chairman set up a group (as set out below), to be known as the Executive Group;
- 3.8.7 The Executive Group will comprise the Executive Director, Chairman, Deputy Chairman (if any), Chairman Elect (if any), Senior Rabbi(s) (each of whom shall have his or her own vote) and Treasurer along with such member(s) of the Board and/or or such other Congregants (not greater than two (2)), at the discretion of the Chairman and with the approval of a majority of the Board, so that there shall be a good faith endeavour to ensure that at least one of whom shall be female unless all the other members of the Executive Group are female, in which case at least one of the members of the Board appointed to the Executive Group shall be male. The President shall be invited to attend meetings of the Executive Group but shall not be entitled to vote.
- 3.8.9 The Executive Group will with authority from the Board but without derogating from the Board's lawful duties and responsibilities:
- 3.8.9.1 meet as frequently as necessary, by such means as are convenient and agreed between them
- 3.8.9.2 oversee, manage and take decisions concerning the day-to-day running of the Synagogue, subject to these Rules;
- 3.8.9.3 report to the Board as and when requested by any one or more members of the Board to do so;
- 3.8.9.4 maintain minutes which will be available to all members of the Board unless the matter is of such confidentiality that the President and the Chairman jointly certify otherwise;
- 3.8.9.5 be quorate if there are 4 members including the Chairman (or Deputy Chairman) present, either in person, by loudspeaker or conference telephone or by electronic means
- 3.8.9.6 work to an agenda which (subject to AOB) shall have been first sent out to the members of the Board, who shall be entitled to send brief personal views on matters to be discussed, to the Chairman, so that such views can be taken into account, at the discretion of the members of the Executive Group.
- 3.8.10 Meetings of Executive Group will be chaired by the Chairman, in his absence the Deputy Chairman (if there is one) and otherwise by the Treasurer.
- 3.8.11 Where a meeting of the Executive Group relevant to a member of the Board is to be discussed, the Chairman, at his discretion, may invite that member to attend or send comments to the meeting, in order to make that meeting more effective.
- 3.8.12 The Board may commission the Executive Group to consider any matter which may be relevant and the Chairman shall normally but at his discretion take that matter for such consideration.

### DEPUTY CHAIRMAN

3.8.13 The Chairman shall, within three months of his appointment, appoint a Deputy Chairman who must be a member of the Board, and approved by the Board, by simple majority to deputise for the Chairman as required and such Deputy Chairman shall serve in that capacity for so long as the Chairman and the Board shall require but for no more than the balance of that Chairman's term of office.

### **APPOINTMENT OF TREASURERS**

- 3.9.1 The Board shall appoint a Treasurer or Treasurers, of good repute, who, if possible, shall be a suitably qualified accountant, or hold a suitable alternative qualification.
- 3.9.2 The Treasurer shall serve for a term of three years but may thereafter be re-elected on one or more occasions so that the total period of service as Treasurer shall not exceed three consecutive terms of three years.
- 3.9.3 Should the Treasurer wish to retire early, a minimum of 3 months' notice shall be provided.
- 3.9.4 Candidates for the office(s) of Treasurer shall be nominated by the Nominations Committee as soon as possible after the occurrence of a vacancy/ies.
- 3.9.5 At the next Board Meeting after the nomination(s), the Board shall elect a Treasurer from among those nominated and a simple majority shall suffice.

### **DUTIES OF TREASURERS**

- 3.10 The Treasurer(s) shall be responsible to the Board, shall report regularly to the Board and the Chairman and have the following powers and duties to:
  - 3.10.1 oversee the Executive Director's preparation of the budget for the forthcoming financial year to be presented to the Board;
  - 3.10.2 prepare and present a report on the Synagogue's financial affairs for the previous financial year to the Board and then to the Annual General Meeting;
  - 3.10.3 ensure that the Synagogue's accounts are audited each year by a duly qualified auditor appointed by the Board, such audited accounts to be available for inspection by any Congregant;
  - 3.10.4 monitor the Synagogue's financial affairs during the course of the year including overseeing the management accounts prepared monthly by the Executive Director for the Board;
  - 3.10.5 have the power to inspect all books, accounts and financial records of the Synagogue;
  - 3.10.6 attend, or appoint a representative to attend, any meeting of a committee whose activities or decisions may incur expenditure
  - 3.10.7 immediately report to the Chairman and as soon as practical to the Board any discrepancies in the finance of the Synagogue coming to his or her attention.

### **WARDENS**

- 3.11.1 There shall be at least three Wardens, at least one of whom shall be male and at least one female. Each year, the Board shall elect at least one new Warden, or two new Wardens to serve jointly. Wardens shall be nominated from amongst Congregants entitled to hold office of at least three years' standing at the date

of the election, to serve for three years. The appointment of Wardens is subject to ratification by the Congregants at the next following Annual General Meeting. A retiring Warden may be re-elected, but his or her length of service shall be deemed to date only from the most recent election. The longest-serving Warden or Wardens shall be the Senior Warden(s).

- 3.11.2 In the event that the appointment of the Warden(s) is not ratified at the next following Annual General Meeting of the Congregants the matter shall be referred back to the Board, which may then decide by a simple majority either to re-submit the matter or to propose another person or persons to be ratified at a General Meeting of the Congregants.
- 3.11.3 Each Warden shall hold office for three years, beginning from the Shabbat immediately following the festival of Simchat Torah (i.e. Shabbat Bereshit) falling after the Annual General Meeting at which the election was ratified, and shall continue as a Warden until the day before the ensuing Shabbat Bereshit.
- 3.11.4 If any casual vacancy shall occur in the office of Warden, such vacancy shall be filled for the remainder of the vacant term, by a nomination of the remaining Wardens and a resolution of the Board by simple majority, subject to ratification by the next following General Meeting of the Congregants (and for the avoidance of doubt) if the next following General Meeting of the Congregants fails to ratify that nomination (a) the process shall be repeated; and (b) the nominated Warden may continue in post until the process results in a Warden being ratified.
- 3.11.5 Where two persons share a role as Warden, the Senior Warden(s) shall decide how the responsibilities of the Wardens shall be shared and allocated between them. Where two Senior Wardens share a role as Senior Warden, the Senior Warden(s) shall seek in good faith to agree how the responsibilities of the Wardens shall be shared and allocated between them and any dispute shall be conclusively determined by the President.
- 3.11.6 Incumbent Wardens shall, in conjunction with the Rabbis, consider arrangements for services, Festivals and ritual generally.
- 3.11.7 The Senior Warden(s) shall be a member of the Board and, if there is more than one Senior Warden, they shall jointly have a single vote at Board Meetings. In the event that there shall be a disagreement between the Senior Wardens where there are two, as to how to cast a vote they each be entitled to vote provided that they vote differently.

## **APPOINTMENT OF DIRECTORS**

- 3.12.1 Directors shall be members of the Board of the Synagogue. Their appointment, number, rights and responsibilities shall be as prescribed in the Articles of Association which also sets out their term of office.
- 3.12.2 Directors must be Congregants entitled to hold a position as set out in Appendix 1 and shall be elected or ratified by the Congregants at the Annual General Meeting in accordance with the relevant Rules subject to the proviso that any election shall endeavour to ensure that at least one quarter (rounded down if necessary) of Board members shall be those serving on the Board for the first time.
- 3.12.3 As a condition of becoming a Director any prospective Director must sign the form of undertaking set out in Appendix 2. or such other form as may from time to time be prescribed by the Board.

## **REMOVAL FROM OFFICE OF BOARD MEMBERS AND APPOINTEES**

- 3.13.1 Board appointees or elected persons may be removed from office by the Board upon a resolution to that effect, which has been passed by a simple majority of those voting at the meeting at which such resolution is proposed. The Board shall give advance notice to the person concerned of its reasons and an opportunity for the individual concerned to be present and heard at the meeting of the Board at which the

decision is to be made. It shall then be permissible for the Chairman to request the individual concerned to withdraw from the meeting, even if that individual is a member of the Board, in order to allow the Board to deliberate prior to voting on the resolution.

- 3.13.2 Where the person has been appointed or elected by the Board and the appointment or election ratified at the Annual General Meeting of the Congregants, the Board may resolve by a simple majority to recommend to a General Meeting of the Congregants, that the person be removed from office, Alternatively, a General Meeting of the Congregants, without a recommendation from the Board, may resolve by a simple majority to remove the person from office. A person subject to a motion to remove him from office shall have the right to be present and be heard, but may then be requested by the chairman of the meeting to leave the meeting.
- 3.13.3 If it is the President or Chairman who is subject to the motion to be removed, then the Board (for the purposes of 3.13.1) or General Meeting (for the purposes of 3.13.3) shall elect one of its members to chair the meeting.
- 3.13.4 For the avoidance of doubt, in the event of conflict between the above provisions and those in the Articles, the Articles shall prevail, respecting, where practical and not inconsistent, any detailed requirements of these provisions.

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## SECTION 4

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### TERMS OF REFERENCE AND POWERS OF THE BOARD

- 4.1 The Board will be responsible for the policy and (subject to Rules 7 and 8) ritual direction of the Synagogue, having considered recommendations through other committees and working parties as may be established for specific purposes and in consultation with the Senior Rabbi-(s).
- 4.2 In addition to the responsibilities of the Board otherwise contained in the Articles of Association and these Rules, the Board will be the strategic policy making body of the Synagogue and will:
- 4.2.1 agree the annual programme and budget and receive monthly management accounts and cash flow forecasts;
- 4.2.2 approve the annual Report and Accounts for presentation to the Annual General Meeting of the Congregants;
- 4.2.3 receive reports not less than quarterly on the principal activities and programmes of the Synagogue as may be presented to it by other committees and working parties;
- 4.2.4 consider on the advice of the Executive Group whether it is appropriate to accept legacies and/or any material donation by individuals or entities or appointments of assets by trustees, taking into account any conditions attached thereto;
- 4.2.5 establish and approve the constitution and terms of such specific funds, trusts, subsidiary charities, affiliated organisations, as may be necessary for the operation of the Synagogue and ensure that restricted funds are appropriately monitored and spent;
- 4.2.6 ensure compliance with all the Articles of Association and Rules of the Synagogue;
- 4.2.7 accept notification of all weddings that take place at The West London Synagogue, or under its auspices;

- 4.2.8 On the advice of the Executive Group, take all reasonable steps to ensure that the Synagogue buildings and facilities are maintained to a satisfactory standard;
- 4.2.9 take all reasonable steps to ensure that satisfactory standards of security are maintained;
- 4.2.10 agree with the Executive Director the total staffing and suitable human resources policies and staff training;
- 4.2.11 take all reasonable steps to ensure that a satisfactory level of information is conveyed to the Congregants;
- 4.2.12 ensure that delegates to other organisations are appointed to represent the Synagogue and do so in accordance with its policies;
- 4.2.13 be responsible for the establishment and supervision of all committees, groups and working parties;
- 4.2.14 decide, in the case of the appointment of joint officers how the duties, powers or responsibilities shall be divided save that, in relation to Wardens, Rules 3.11.5 and 3.11.7 shall apply.

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## SECTION 5

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### ANNUAL GENERAL MEETING OF CONGREGANTS

- 5.1.1 There shall be an Annual General Meeting of Congregants.
- 5.1.2 Notice of the Annual General Meeting of the Congregants, together with a preliminary agenda, an abstract of the ordinary accounts and a report and activities and programmes of the Synagogue over the previous calendar year shall be sent out at the Direction of the Chairman by the Executive Director by mail or electronically, at least four (4) weeks in advance of the date of the meeting together with the prescribed forms for the nomination of candidates for appointment to such offices as will be vacant and those which are required to be ratified by the Congregants under these Rules.
- 5.1.3 Completed nomination forms for any such appointments and/or ratifications must be returned to the Executive Director so as to arrive not later than four weeks prior to the Annual General Meeting by mail or electronically.
- 5.1.4 Candidates for election to the Board, at least one of whom has not previously served on it, must have been a Congregant entitled to hold office for at least 24 months and must be proposed and seconded by Congregants of similar standing.
- 5.1.5 If there is a contested election for any of the offices to be filled then, at least ten (10) Clear Days prior to the Annual General Meeting, the Executive Director shall circulate to all Congregants, an agenda which shall include particulars of candidates who have been elected for ratification or nominated to the various offices, together with the appropriate forms for voting by proxy. The business of the Annual General Meeting of the Congregants shall be determined by the Board.
- 5.1.6 Completed proxy forms to be valid must reach the Executive Director by post, electronically or in person not less than one hour before the start of the meeting.
- 5.1.7 For the avoidance of doubt, in the event of conflict between the above provisions and those in the Articles, the Articles shall prevail, respecting, where practical, any detailed requirements of these provisions.

## **GENERAL MEETINGS OF CONGREGANTS (OTHER THAN AN ANNUAL GENERAL MEETING)**

- 5.2.1 General Meetings of Congregants shall be convened as requested by the Board or at the written request of at least sixty (60) Congregants.
- 5.2.2 Notice of any General Meetings (other than an Annual General Meeting) shall be sent out, together with the appropriate forms for voting by proxy, at least ten (10) Clear Days before the date of such meeting.
- 5.2.3 Completed proxy forms must be received by the Executive Director or his designee before the start of the meeting in person, by mail or electronically.

## **PROCEDURES AT GENERAL MEETINGS (INCLUDING ANNUAL GENERAL MEETINGS)**

- 5.3.1 Prior to any General Meeting of the Congregants, the Board shall meet to consider the business for which the General Meeting of the Congregants is to be convened and such Board meeting shall be held at least 15 days before the General Meeting.
- 5.3.2 At all General Meetings of the Congregants, the President shall preside or, in his absence, the Chairman. In the event of neither the President nor the Chairman being able to attend, the chair shall be taken by the Deputy Chairman or, failing that, another member of the Board.
- 5.3.3 The quorum for General Meetings of the Congregants is, unless at such meeting there is no vote to be taken (nor actually taken) by the Congregants, thirty (30) Congregants present in person or by proxy and entitled to vote. In the case where a meeting is held with the sole purpose of electing or ratifying the election of members of the Board, any valid postal votes received shall be deemed to be included in constituting the quorum.
- 5.3.4 If no quorum is present at a meeting, the meeting shall be adjourned to the same day in the following week at the same time and place or on such other date, time and place as the Board shall determine and at such other meeting the Congregants present shall be a quorum subject to the discretion of the chair of the Meeting.
- 5.3.5 If any meeting is adjourned in accordance with the paragraph above, notice in writing shall be given to all those entitled to receive such notice so that they shall receive it three (3) Clear Days before the adjourned meeting.

### **Voting at General Meetings**

- 5.3.6 Every Congregant shall have the right to one vote at any General Meeting of the Congregants to be exercised in accordance with the provisions of these Rules.
- 5.3.7 Where a ballot is required, it will be overseen by the chairman of the meeting.
- 5.3.8 Numbered ballot papers will be sent by post or electronically to every Congregant.
- 5.3.9 Ballot papers may be returned either by post, electronically or in person prior to the start of the General Meeting of the Congregants in a sealed envelope with the member's name written in block capitals on the back or clearly otherwise stated if returned electronically.
- 5.3.10 Each Congregant will, in respect of any office to be filled or ratified, have one vote. If there is more than one place to be filled or ratified, each Congregant will have a number of votes which corresponds to the number of such places, but no more than one such vote may be cast for any one candidate.
- 5.3.11 Voters' names will be checked against the register of Congregants.

- 5.3.12 In the event of a tie, the chair of the meeting will consult the Board on how to proceed. The Board will be entitled to proceed in its discretion.

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## SECTION 6 – EXECUTIVE DIRECTOR

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### APPOINTMENT AND REMOVAL OF THE EXECUTIVE DIRECTOR

- 6.1 The Board may appoint an Executive Director, on the recommendation of ~~Appointments Committee~~the Executive Group, which shall recommend and implement the procedure, to be approved by the Board, for identifying and selecting candidates for appointment to the office of Executive Director.
- 6.2 The Executive Director shall have such title and shall be appointed on such terms and conditions as may from time to time be determined by the Board on the recommendation of the ~~Appointments Committee~~Executive Group .
- 6.3 The Board shall consider and, if thought fit, approve the appointment by a simple majority.
- 6.4 Any proposal for the suspension or removal of the Executive Director must be determined by the Board. The proposal must be carried by a simple majority.

### DUTIES OF THE EXECUTIVE DIRECTOR

- 6.5.1 The Executive Director shall be the Secretary of the Synagogue and will also be appointed by the Board as the secretary of the Synagogue for the purposes of the Marriage Acts (but he may not certify any person to be the secretary of a Synagogue connected with or affiliated to the Synagogue without the previous written authority of the Board).
- 6.5.2 The duties of the Executive Director shall be those as set out in his contract of employment and shall include the day-to-day executive management of the Synagogue, its buildings, premises, equipment and finances and all staff with the exception of the Rabbis and any others designated by the Board. The Executive Director ~~shall~~will act subject to the Rules, under any remit from time as to authority levels and financial thresholds decided by the Board on the advice of the Executive Committee and in consultation with the Senior Rabbi(s). The Executive Director may be entitled~~invited by the Chairman~~ to attend any meeting of a committee established under the Rules ~~(unless a matter concerning the Executive Director himself is under consideration and unless the Chairman (in consultation with the Board) determines otherwise)~~. The Executive Director shall report to the Chairman and shall in general perform his duties subject to the overall direction of the Board.

### INABILITY OF EXECUTIVE DIRECTOR TO ACT OR VACANCY IN OFFICE

- 6.5 In the event of there being no Executive Director, or if the Executive Director is unable to perform his duties whether through illness or any other cause, the Board, on the recommendation of the Executive Committee, may make such arrangements as it sees fit to ensure the performance of the Executive Director's duties.

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## SECTION 7 – THE RABBIS

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### APPOINTMENT OF SENIOR RABBI(S) AND RABBIS

- 7.1 There shall be a Senior Rabbi and such other Rabbi or Rabbis as the Board shall determine and appoint, save that remuneration and benefits shall be determined by a committee comprising the Chairman, Treasurer and a Senior Warden.
- 7.2 In the event that the Board decides that a new Rabbi should be appointed it shall establish a Rabbinic Appointments Committee which, will submit its recommendations to the Board for consideration and (if thought fit) approval by a simple majority.
- 7.3 The Rabbinic Appointments Committee may decide to appoint two Rabbis as Joint or Co-Senior Rabbis.

### RABBIS AS SPIRITUAL LEADERS OF THE SYNAGOGUE

- 7.3 The Rabbis shall be the spiritual leaders of the Synagogue.

### DUTIES OF THE RABBIS

- 7.4 The Board shall determine the duties of the Senior Rabbi. The duties of the Rabbis other than ~~the senior~~ Senior Rabbi shall be determined by the Senior Rabbi. Where there are Joint or Co Senior Rabbis, their duties and the way that they interact, as between them, shall be determined by reference to their respective terms of appointment.

### RIGHT OF RABBIS TO ATTEND MEETINGS

- 7.5 The Rabbis shall be entitled to attend any General Meeting of the Congregants, General Meeting of the Synagogue, meeting of the Board or other committee unless a personal matter relating to that Rabbi is under discussion, but shall not be entitled to vote. Where a matter concerning a Senior Rabbi is to be discussed at a meeting of the Board or a committee, no other Rabbi shall be entitled to attend.

### TERMINATION OF ENGAGEMENT

- 7.6 Any proposal for the termination of engagement of a Rabbi must be considered by the Board. The proposal must be approved by a two thirds majority of those attending a meeting of the Board.

### ASSEMBLY OF RABBIS

- 7.7 The Senior Rabbi(s) shall inform the Chairman of any matter coming before the Assembly of Rabbis of ~~the Reform Synagogues of Great Britain~~ Judaism which may affect the Synagogue or its Congregants and the Chairman shall report the matter to the Board or the Wardens, as appropriate, so that advice on the issue may be offered to the Rabbis.

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## SECTION 8 – SERVICES

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### WHERE SERVICES MAY BE HELD

- 8.1 Services shall be held in such place or places as the Board, having consulted with the Wardens and the Senior Rabbi(s), shall decide; or, in cases of urgency, as determined by the Chairman.

### WHEN SERVICES SHALL BE HELD



- 8.2 Services shall be held on Shabbat, the principal festivals and high holy days and on such other occasions (particular or general), as the Board, following consultation with the Wardens and the Senior Rabbi(s), shall prescribe.

#### **LANGUAGES OF SERVICES**

- 8.3 Services shall be conducted partly in English and partly in Hebrew as determined by the Senior Rabbi(s) in consultation with the Wardens.

#### **COVERING OF HEADS AND WEARING OF TALLITOT AT SERVICES**

- 8.4 Men shall, and women may, cover their heads at all services and men of the Jewish faith are expected to, and women may, wear a tallit at all morning services and at the Kol Nidrei service.

#### **CHANGES IN RITUAL**

- 8.5 Major changes in ritual for services may be proposed by the Senior Warden(s) (having been considered by the other Wardens and the Rabbis) to be considered by the Board. Conversely, the Board shall consult with the Wardens before themselves instigating any discussion on such changes. A simple majority of those being consulted shall be necessary if the proposal is to be carried forward to the Board, where a simple majority shall also be required.

#### **INVITATIONS TO PREACH**

- 8.6 The Senior Rabbi(s) may invite other rabbis, clergy of other faiths or lay persons to preach at services. The Senior Wardens should be consulted in advance of any such invitation and may, if appropriate make representations to the Board if they have concerns.

#### **PARTICIPATION IN SERVICES**

- 8.7 Wardens shall be responsible for inviting Congregants or others to perform Mitzvot during services or otherwise to participate in services. In issuing invitations for Mitzvot the Wardens shall have regard to suggestions and advice from the Rabbis.

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### **SECTION 9 – EXTERNAL LINKS**

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#### **REPRESENTATIVES ON THE BOARD OF DEPUTIES OF BRITISH JEWS**

- 9.1 The Congregation shall elect such number of Members entitled to hold a position under the provisions of Appendix 1 as is required under the Constitution of the Board of Deputies to serve as Deputies, who shall select their own leader to report in writing to the Board at least four times a year.
- 9.2 Nominations for, and the election of, the appropriate number of Deputies shall be carried out by the same procedure as that for Elected Board Members.

#### **REPRESENTATIVES ON THE COUNCIL OF REFORM JUDAISM (“RJ”)**

- 9.3 The Board shall, by simple majority, elect from among the Congregants entitled to hold a position under the provisions of Appendix 1, the required number of representatives to serve on the Council of [RJ-Reform Judaism](#).

## **CEMETERY BOARDS**

- 9.4 The Board shall, by simple majority, appoint representatives from among the Congregants entitled to hold a position under the provisions of Appendix 1 to serve on the Golders Green Cemetery Joint Burial Committee, the Edgwarebury Lane Cemetery Joint Burial Board and any other cemetery boards or committees.

## **DEPUTIES AND REPRESENTATIVES - GENERAL**

- 9.5 Deputies and representatives are normally expected to vote in accordance with Synagogue policy or as directed by the Board, but they may abstain on any issue of conscience and shall promptly inform the Chairman having done so.

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## **SECTION 10 – TRADING COMPANIES AND CHARITIES**

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### **TRADING COMPANIES**

- 10.1 The Board may authorise the Treasurer and the Executive Director to establish on behalf of the Synagogue one or more trading companies, and to agree the directorships of any such company, provided such an establishment is to the benefit of the Synagogue and is consistent with its Objects and applicable laws. The assets shall not form part of the assets vested in the Synagogue and the directors of such company/ies shall make an annual report to the Board.

### **WLS CHARITABLE FUND**

- 10.2 There shall be a charitable fund known as 'The West London Synagogue Charitable Fund' whose constitution shall be approved by the Board and whose funds shall not form part of, and shall be administered separately from, the funds of the Synagogue.

### **OTHER CHARITABLE FUNDS**

- 10.3 The Board may establish other charitable funds or bodies whose constitution shall be approved by the Board and whose funds shall not form part of, and shall be administered separately from, the funds of the Synagogue. Its activities must be consistent with the activities of the Synagogue and regularly reported to the Board.

### **MEANS OF COMMUNICATION TO BE USED**

- 10.4 Subject to the other provisions of the Rules, any notice or document to be sent or supplied to a Congregant in connection with the taking of decisions by the Congregants may also be sent or supplied by the means by which that Congregant has asked to be sent or supplied with such notices or documents for the time being.
- 10.5 The Synagogue may give any notice to a Congregant either:
- 10.5.1 personally; or
  - 10.5.2 by sending it by post in a prepaid envelope addressed to the member at his or her address;
  - 10.5.3 by leaving it at the address of the Congregant;
  - 10.5.4 by giving it using electronic communications to the Congregant's address; or

- 10.5.5 by making it available on a website which alternative method shall only be used where the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner or if the recipient is deemed to have so agreed by some other means.
- 10.6 A Congregant present in person or by proxy at any meeting of the Congregation shall be deemed to have received notice of the meeting and of the purposes for which it was called.

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## **SECTION 11 – MISCELLANEOUS**

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### **COMMENCEMENT**

- 11.1 These Rules, which supersede all former Rules other (for the avoidance of doubt) than the Articles, shall come into force on a date set by the Board.

### **APPOINTMENTS AND ELECTIONS**

- 11.2 All persons elected or appointed in accordance with the Rules in force immediately before the adoption of these Rules shall continue to serve save only for the substitution by the Board of any different period of office prescribed in these Rules or the Articles.

### **PRIOR RESOLUTIONS AND DECISIONS**

- 11.3 All existing resolutions or decisions of the Board, or of any other body, committee or person, shall continue to have effect following the adoption of these Rules unless inconsistent with these Rules or the Articles.

### **AMENDMENT OF RULES**

- 11.4 Rules may be repealed, amended or added to by resolution of the Congregants by Special Resolution in a General Meeting of the Congregants..
- 11.5 Other than in the case of a General Meeting summoned upon a requisition of Congregants pursuant to Rule 5.2.1:
- 11.5.1 At least four (4) calendar weeks before the General Meeting at which the proposed alteration(s) is (are) to be considered, each member of the Board shall receive a paper setting out the relevant Rule(s) and the proposed alteration(s); and
- 11.5.2 If the Board approves the proposed alteration(s) by a two thirds majority the Executive Director must send, not less than two (2) calendar weeks before the ensuing General Meeting, a paper to each Congregant setting out the Board's resolution in full.

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## **SECTION 12– PERSONAL AND LIFE CYCLE EVENTS**

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- 12.1 In relation to births, marriages and deaths, the following additional definitions shall form part of the Rules and plural forms of pronouns and possessive adjectives will be used instead of the singular forms where the singular forms would require one gender, but both genders are intended:

**Synagogue Cemetery:**

Any Cemetery used by the Synagogue for the interment of its Congregants with the benefit of the right of burial.

**Burial Entitlement Contribution:**

a contribution towards the cost of a grave or niche as described in Rule 12.1(c)(iv).

**Ritual Services Co-ordinator:**

the Synagogue staff member responsible inter alia for funerals.

**Authorised Funeral Director:**

Any funeral director authorised under Rule 12.1(c)(viii).

**Spouse**

Shall include a Civil Partner and a Permitted Common-law Partner.

**Permitted Common-law Partner**

A person so designated by [thea](#) Senior Rabbi or other Rabbi(s) designated by [thea](#) Senior Rabbi, in his/her/their discretion as having equivalent status to a spouse.

**12.1a Births**

Any member of the Congregation may arrange to have his or her child named in the Synagogue according to Jewish Law and custom.

**12.1b Marriage**

- (i) Marriage ceremonies may take place at or under the auspices of the Synagogue in compliance with the Marriage Acts and satisfactory evidence (in the discretion of [thea](#) Senior Rabbi or in his/her absence any other Rabbi) that both parties are Jewish and that there are no Statutory or religious impediments to the marriage.
- (ii) Subject to (iii) below, a religious solemnisation of marriage may take place at or under the auspices of the Synagogue of persons who, both being Jewish, have been legally married under Civil Law in the United Kingdom or abroad.
- (iii) Notice in writing must be given to the Board at least four calendar weeks before the proposed day of the wedding by one of the intended spouses (who must be a member of the Synagogue) using the prescribed form. Although under the Marriages Act, only the bridegroom must be a Congregant, the Synagogue requires that both intended spouses are Congregants.
- (iv) In the case of the religious solemnisation of a marriage, which has previously taken place under Civil Law, documentary evidence of that marriage must be provided with the prescribed form.
- (v) A marriage fee as from time to time fixed by the Board shall be paid by or on behalf of the spouses for any marriage ceremony held at or under the auspices of the Synagogue.
- (vi) Subject to the consent of the Board, the marriage ceremony may be performed by a Rabbi or a Minister not employed by the Synagogue.
- (vii) The Secretary for Marriages shall keep a record of all the solemnisations of marriage at or under the auspices of the Synagogue.

**12.1c Deaths**

(i) Funeral and Burial Services

The Synagogue will provide funeral and burial services at Synagogue Cemeteries or [Golders Green Crematorium](#) [Crematoria](#) to any person in accordance with Synagogue practice for funerals and these Rules.

(ii) Persons With The Benefit Of The Right Of Burial

- A. Subject to the provisions of paragraphs 12.1(c)(ii)(B) and 12.1(c)(ii)(C) the following shall be entitled to the benefit of the right of burial as described in paragraphs 12.1(c)(iii) and 12.1(c)(iv):
- I. subject to Rule 2.6 2., every Synagogue Member;
  - II. during their period of complimentary membership, every person who is enrolled on a Jewish Preparation Course with the Synagogue;
  - III. qualifying members of other synagogues which have been granted the right of burial by agreement with the Synagogue;
  - IV. qualifying members of other synagogues who have been permitted by the Synagogue to participate in the Funeral ———Expenses Scheme;
  - V. the children under 18 years of the persons in (I), (II), (III) and (IV) above.
- B. Any person who acquires the benefit of right of burial whilst between 50 and 80 years of age shall be required to:
- ~~I. pay an over-age surcharge fixed by the Board from time to time for the benefit of the right of burial; or.~~
  - ~~II. agree to receive a reduced Burial Entitlement Contribution at rates fixed by the Board from time to time, and not pay the over-age surcharge.~~
- C. No person over the age of 80 years will be permitted to acquire the benefit of the right of burial. Persons who acquire the benefit before age 80 and who have continuously retained that right may retain the benefit after attaining that age without prejudice to their right of burial.
- D. The right of burial and any benefit arising from it ceases automatically when a person's membership of the Synagogue (or of such other synagogue granted the right of burial by agreement with the Synagogue) ceases for any reason other than death. No refunds are due or payable and the rights and benefits are not transferable.

(iii) Funeral and Cemetery Services Offered

- A. Subject to the provisions of paragraph 12.1(c)(iii)(B) below, the following services are available as of right to members of the Synagogue, and with the agreement of the Ritual Services Co-ordinator, on request to any person:
- I. A "Standard Funeral" which will include the costs arising from:
    - a) a minister to officiate at the funeral service;
    - b) administrative staff to make funeral arrangements;
    - c) a funeral director, to undertake services contractually agreed with the Synagogue, including but not limited to:
      - collection of the body within a 25 mile radius of Upper Berkeley Street during weekday office hours;
      - completion of official paperwork;
      - tahara;
      - providing a standard shroud and coffin;
      - transporting the body to the place of the funeral service. interment in a grave in a West London Synagogue Cemetery, but not the cost of such grave- or
  - II. A "Standard Cremation" which will include the costs arising from
    - d) all the service of a Standard Funeral listed above, but **[not TBD]** including the costs of the Cremation itself (including the official paperwork required for cremation) charged separately by the crematorium

- e) interment of ashes in a cremation grave or columbarium niche in a Cemetery, but not the cost of such grave or columbarium niche.
  - III. Allocation and reservation of plots and columbarium niches at West London Synagogue Cemeteries.
  - IV. Additional services requested by the deceased's personal representatives and agreed to by the Ritual Services Co-ordinator.
- B. The provision of services listed in paragraph 12.1(c)(iii)(A) above shall be conditional upon:
- I. Application by the personal representatives of the deceased (or other person legally entitled) on proof of entitlement to the Synagogue for approval, which shall be in accordance with the regulations established by these Rules.
  - II. The acceptance by the personal representatives of the deceased (or such other legally entitled person) of liability for the charges described in these Rules.
- C. The Certificate for Burial or Cremation ("**Green Form**") of any person in respect of whom the Synagogue accepts responsibility for burial or cremation shall be obtained by the deceased's personal representative (or such other legally entitled person) from the relevant District Registrar and delivered to the office of the Executive Director prior to the funeral. The Synagogue shall be entitled to be satisfied that all legally required formalities have been satisfied, such that the deceased person may lawfully be buried or cremated (as the case may be). In the case of a cremation, the Synagogue shall be entitled to be satisfied as to a clear intent of the deceased that he or she should be cremated.

(iv) Burial Entitlement

- A. Subject to the provisions of Rules 12.1(c) (v) and 12.1(c)(vi) persons with the benefit of the right of burial shall have the following entitlements:
- I. burial in a grave designated by the Synagogue or reserved for the deceased in a Synagogue Cemetery; and
  - II. a contribution (to be known as the Burial Entitlement Contribution) towards the cost of such burial space or towards a reservation in any Synagogue Cemetery.
- B. The Burial Entitlement Contribution will vary depending on the type of burial space required but will be sufficient to cover the full cost of the least expensive grave or niche available at a Synagogue Cemetery.
- C. The Burial Entitlement Contribution will be set by the Board and communicated to members from time to time.
- D. The Burial Entitlement Contribution has no monetary value, but only represents the discount to be applied to an invoice issued by the Synagogue for a reservation or burial space.

(v) Five Year Qualifying Period

- A. Notwithstanding the payment of any required over-age surcharge, persons who die within 5 years of acquiring the benefit of right of burial shall have no or a reduced entitlement as follows:
- I. Death within 1 year: entitlement limited to the over-age surcharge (if any) paid
  - II. Death within 1-2 years: 20% of their Burial Entitlement Contribution
  - III. Death within 2-3 years: 40% of their Burial Entitlement Contribution
  - IV. Death within 3-4 years: 60% of their Burial Entitlement Contribution

V. Death within 4-5 years: 80% of their Burial Entitlement Contribution

B. Where a person has opted to receive a reduced entitlement by not paying an over-age surcharge under Rule 12.1(c)(ii)(B)(II), the qualifying period reduction will be applied after and in addition to the over-age reduction.

(iv) Charges

A. The Synagogue will provide its services at a scale of charges set by approved by the Board and communicated to members from time to time.

B. The scale of charges for Standard Funerals and Cremations will make provision for a lower rate for persons with the benefit of the right of burial and members of the Funeral Expenses Scheme, and a higher rate for other persons.

C. The items included in the scale of charges shall include, but not be limited to:

I. A "Standard Funeral" and "Standard Cremation" as described in 12.1(c)(iii)(A)(I) and 12.1(c)(iii)(A)(II) above;

II. fees for grave spaces and reservations;

III. interment charges;

IV. a deposit to the Synagogue against the cost of a memorial stone or tablet in accordance with Rule 12.1(c)(xiv)(A) below;

V. where appropriate the tombstone license fee stipulated by Rule 12.1(c)(xiv)(C) below;

VI. additional services requested by the deceased's representatives which fall outside the standard services.

(vii) Funeral Expenses Scheme

A. There shall be a West London Synagogue Funeral Expenses Scheme (FES) the rules of which regarding participation, charges and benefits shall be approved by the Board and communicated to Congregants and other persons contributing to the FES, from time to time.

B. The rules of the Funeral Expenses Scheme may be amended from time to time by the Board and any such amendments shall become operative immediately following the expiry of three months' notice in writing to all participants.

(viii) Authorised Funeral Directors

A. There shall be one or more funeral directors authorised by the Board to make arrangements for funerals at Synagogue Cemeteries.

B. No funeral director may make arrangements for funerals at any Synagogue Cemetery unless so authorised.

C. Authorised Funeral Directors will be contracted to provide the services required for Standard Funerals and Cremations at a fixed fee. Additional services provided will be charged for at an agreed scale.

D. Any request by the personal representatives of the deceased (or other authorised person) to engage the services of another Funeral Director must be approved by the Executive Director and the representatives of the deceased will bear full responsibility for payment of that Funeral Director's fees.

(ix) Persons Who May Be Buried in Synagogue Cemeteries

The Synagogue may allow the following to be buried in a Synagogue Cemetery or have their ashes interred in a grave in such Cemetery or in a columbarium at such Cemetery on such terms and conditions as are laid out in these Rules:

- I. Any person of the Jewish faith
- II. The Spouse of a Synagogue Member/Associate Synagogue Member or, following the death of a Spouse of a Synagogue Member/Associate Member, his or her surviving Spouse even though that Spouse or surviving Spouse, is not of the Jewish faith
- III. Any person who is the parent or child of a Synagogue Member or Associate Synagogue Member at the discretion of ~~the~~ Senior Rabbi or another Rabbi nominated by ~~the~~ Senior Rabbi, not falling under 12.1(c)(ix)I above.

(x) Reserved Graves

- A. Any person wishing to reserve a grave or graves in a Synagogue cemetery, may make written application to the Ritual Services Co-ordinator who may make the reservation provided that:
  - I. the person wishing to be buried in the space is a person who may be buried in a Synagogue Cemetery; and
  - II. the relevant fees have been paid.
- B. Graves spaces at Edgwarebury Lane Cemetery may only be reserved for allocation by rotation at the time of interment, except in the circumstances allowed for under paragraph 12.1(c)(x)(C) below.
- C. Where an interment has taken place the Synagogue may permit an adjacent or in-depth grave to be reserved for the burial of a relative within one degree of affinity to the deceased provided the requirements of paragraphs 12.1(c)(ix) and 12.1(c)(x)(A) above have been met.
- D. Persons with the benefit of the right of burial who reserve graves will have the amount of their Burial Entitlement Contribution credited to the charge made for the reservation as if they had acquired the benefit of right of burial at the Synagogue more than five years previously. Should such person die within five years of acquiring the benefit of right of burial, their estate will become liable for the difference between their actual entitlement at the time of their death, and the amount with which they were credited towards the cost of the grave reservation.
- E. Subject to any contract to the contrary, all rights of burial in reserved graves shall be forfeited if the relevant person or persons (or, in the case of a surviving Spouse, the deceased Spouse) shall have been previously buried elsewhere or ceased before death to be a Member of the Synagogue or of a synagogue which has been granted burial rights by agreement with the Synagogue.
- F. Fees paid in respect of such forfeited reservations will be refunded, less an administration charge equal to 10% of the value of the forfeited reservation at the time of the refund.
- G. Persons who wish to maintain their reservations on ceasing their membership of the Synagogue (or of a synagogue which has been granted burial rights by agreement with the Synagogue) may be permitted to do so upon payment of a sum equal to any Burial Entitlement Contribution or members' discount they were credited with at the time of the reservation.



H. Notwithstanding paragraph 12.1(c)(x)(G) above, should a surviving Spouse with a reservation adjacent to or in-depth with their previously deceased Spouse (such deceased Spouse having previously been a member of the Synagogue), cease to be a member of the Synagogue (or of a synagogue which has been granted burial rights by agreement with the Synagogue), they will have the option of maintaining the reservation on condition that a signed declaration is made acknowledging that their estate will be liable for a sum to be paid at the time of the funeral equal to the Burial Entitlement Contribution they were credited with at the time of the reservation.

(xi) Rabbis

All Congregants who are buried at a Synagogue Cemetery or cremated at the Golders Green Crematorium are entitled to the services of a minister to officiate at their funeral. Should a rabbi of the congregation not be available, the Synagogue will engage the services of another minister.

(xii) Prayers

Should any Congregant wish to have prayers read at their house during the whole or part of the week of mourning following the death of a relative, applications shall be made to the Ritual Services Co-ordinator, who will arrange for a service to be conducted as of right.

(xiii) Memorial Services

- A. Should the personal representatives of any person of the Jewish faith wish to arrange a memorial service in remembrance of that person, applications shall be made to the Ritual Services Co-ordinator requesting such service, the date and time of which shall be agreed with the Wardens.
- B. The tariff for holding of such services shall be fixed and published periodically by the Board.
- C. The Synagogue may, with the approval of the Board, arrange a memorial service in remembrance of any deceased Congregant who is judged to have given outstanding services to the Synagogue first obtaining the consent of the deceased's family. Such Memorial Services shall be provided at the Synagogue's own expense.

(xiv) Memorial Stones and Authorised Stonemasons

- A. There shall be one or more memorial stonemasons authorised by the relevant Cemetery Management Committee and any authorised stonemason shall agree to abide by such rules as the relevant Cemetery Management Committee shall prescribe from time to time.
- B. No stonemason may work at any Synagogue Cemetery unless so authorised.
- C. Authorised Stonemasons will agree to provide their services in accordance with Synagogue requirements and upon payment of tombstone license fees laid down from time to time by the relevant Cemetery Management Committee and approved by the Board.
- D. The personal representatives (or other authorised person) of the deceased shall, at the expense of the estate of the deceased and in accordance with these Rules, arrange with an Authorised Stonemason for either:

- I. where the interment was in a grave, a tombstone and/or surround to be put in place;  
or
  - II. where the interment was in a columbarium, a memorial tablet in the niche.
- E. An application for the erection of a tombstone or memorial tablet must be made to the Synagogue by an Authorised Stonemason on behalf of the deceased's personal representatives (or other authorised person), within 18 months of the interment, using prescribed forms and detailing the proposed design and inscription.
  - F. Authorization of the proposed design and inscription, must be approved by a Rabbi in writing and such approval may be provided at the discretion of the Rabbi, and any deposit referred to in Rule 12.1(c)(vi)(C)(IV) shall be refunded without interest following the erection of the tombstone or tablet.
  - G. If the said application is not approved, there shall be a right of appeal to the relevant Cemetery Management Committee, whose decision shall be final.
  - H. If within 18 months of interment no approved tombstone or surround shall have been placed on the grave, or in case of an interment in a columbarium, a memorial tablet in a columbarium niche, the Synagogue may place a memorial tablet on the grave or in the columbarium niche and shall apply to the cost thereof any such deposit as aforesaid or any contribution payable under the Funeral Expenses Scheme.

(xv) Ritual relating to Persons not of the Jewish faith

- A. No religious ceremony other than one within the Jewish faith may be conducted within any part of the cemeteries (including the chapels) of the Synagogue.
- B. Only a rabbi recognised by [the Assembly of Reform Rabbis UK \(or its successor organisation\)](#) a Senior Rabbi may officiate at an interment of a coffin or the ashes of a deceased person.
- C. No religious symbol of any faith other than Judaism may form part of any grave, tombstone or other memorial.

## APPENDIX 1

In this Appendix:

**Basic rate**

means a person paying income tax at no more than the basic rate from time to time;

**BOD**

means the Board of Deputies

**Care home individual**

means an individual living in a care home or living in their own home with round the clock care;

**Family membership**

refers to two or more persons living together in the same household. A person who is a child of a member, whether or not a member of the Member's household is not eligible to be included in the family membership;

;

**FES**

refers to the Funeral Expenses Scheme;

**HHD**

refers to High Holy Days, being Rosh Hashanah and Yom Kippur (including Kol Nidre);

**Higher rate**

means a person paying income tax at a rate higher than the Basic Rate on any part of their income;

**JPrep**

means the course of study undertaken as a prelude to conversion to the Jewish faith;

**Permitted Common-law Partner**

A person so determined by ~~the~~a Senior Rabbi or other Rabbi(s) designated by ~~the~~a Senior Rabbi, in his/her/their discretion as having equivalent status to a spouse;

**Spouse**

Shall include a Civil Partner and a Permitted Common-law Partner.

**YAD**

refers to Young Adults.

Where an age or age range is stated, it shall refer to the age of the person concerned at the renewal date applicable to such person.

Where membership of the Funeral Expenses Scheme is available to a person, it shall be optional.

## Categories of Membership

### 1. Synagogue Member (must be Jewish)

VOTE	HHD TICKETS	POSITION	FES	BoD	MITZVOT
Yes	Yes	Yes	Yes	Optional	Yes

1.1 Full Synagogue Member (to pay agreed rate + FES)

#### **Children No Vote, No FES, No BoD**

Under 18's only can be members as part of a Family Membership

#### **Young Members (18-23) No FES or BoD**

18-23 Individual

#### **YAD Members (24-35). FES from 31 years old + Optional BoD**

24 Individual

25 Individual

26-30 Individual

26-30 Family

31-35 Individual

31-35 Family

#### **Members (36-39) + FES + Optional BoD**

36 Individual

36 Family

37 Individual

37 Family

38 Individual

38 Family

39 Individual

39 Family

#### **Members (Over 40) + FES + Optional BoD**

Basic Rate Individual

Basic Rate Family

Higher Rate Individual

Higher Rate Family

Care Home Individual

1.2 **Life Member** (a closed category as at October 2017)

1.3 **Country Member** - whose primary residence is more than 100 miles away from WLS (should pay 50% of membership rate + FES + Optional BoD)

Individual

Country Family

1.4 **Overseas Member** is any individual whose primary residence is overseas and reasonably expects to be living outside the UK for a period of at least 12 months (should pay 40% of membership rate. May pay FES and BoD)

#### **REDUCED RATES POLICY:**

Any Synagogue Member in financial difficulties or hardship may request a reduction in fees. Evidence of hardship may be required to be supplied before a request can be considered. All reductions are for a 2-year period and will be subject to review.

**2. Associate Synagogue Member (must be Jewish, but must be a member of another synagogue in the United Kingdom):**

VOTE	HHD TICKETS	POSITION	FES	BoD	MITZVOT
Yes	Yes	No	No	No	Yes

2.1 Flat Associate Membership Rate per adult

2.2 Overseas Rate of 40% of Associate Synagogue Membership rate from time to time

**3. JPrep (Must be enrolled on JPrep Course):**

VOTE	HHD TICKETS	POSITION	FES	BoD	MITZVOT
No	Yes	No	Yes	Optional	Limited

3.1 Charged for 1 year of study + post Beit Din will receive 2 years complimentary membership (three years' maximum of complimentary membership).

3.2 FES to be charged in addition across the 3 year period.

**4. [Friend (not of the Jewish faith), may be (a) a Spouse or a partner who is not a Spouse of a Synagogue Member/ Associate Synagogue Member or someone enrolled in JPrep or (b) someone supportive of WLS):**

VOTE	HHD TICKETS	POSITION	FES	BoD	MITZVOT
No	½ price	No	No*	No	Limited

4.1 Flat Friendship Rate

4.2 \*a Spouse of a Jewish Synagogue Member/Associate Synagogue Member may join FES but with an additional annual surcharge.

**5. Supporter (may be Jewish or Non-Jewish but wants to support WLS):**

VOTE	HHD TICKETS	POSITION	FES	BoD	MITZVOT
No	No	No	No	No	No

5.1 Gets newsletter and other Synagogue publicity.

**6. Staff Member (must be Jewish and may be their primary synagogue)**

VOTE	HHD TICKETS	POSITION	FES	BoD	MITZVOT
No	Yes	No	Yes	No	Yes

6.1 Includes their adult Spouse, who, likewise, cannot vote or stand for office.

6.2 Includes their children up to the age of 18, then children cease to be eligible for membership under this category and must join as 'Members' in their own right.

6.3 Religion School fees will be waived. Bar/Bat Mitzvah fees remain chargeable.

6.4 Ceases upon termination of employment unless otherwise agreed and subject to the approval of the Board.

**7. Honorary Member (this category is a relatively small group, including certain former members of staff):**

VOTE	HHD TICKETS	POSITION	FES	BoD	MITZVOT
Yes	Yes, upon request	No	No, unless stated	Optional	Yes

7.1 On an individual basis, so does not include Spouse or children under 18.

7.2 Excludes Religion School or Bar/Bat Mitzvah fees.

7.3 Does not include FES, unless written agreement.

7.4 Although membership is free, there may be a request for a voluntary annual donation + Optional BoD.

## APPENDIX 2

### UNDERTAKING TO BE SIGNED BY EVERY PERSON WHO BECOMES A DIRECTOR OF THE SYNAGOGUE

I acknowledge that as a Director of the Synagogue I have a duty to ensure that the Synagogue complies with its governing documents including the Articles of Association and the Rules.

Consequently I undertake that, in the event of the Congregants passing any resolution in accordance with the Rules, I shall as a Director use my best lawful endeavours to ensure that any such resolution is implemented. This undertaking would not apply in the unlikely event of the Congregants passing a resolution which is contrary to the Articles of Association or which, if implemented, would result in me being in breach of my duties as a Director or the charitable status of the Synagogue being adversely affected.

The purpose of this undertaking is to place the Congregants, so far as voting rights are concerned in the specific matters for which such provision is made in the Rules, in a similar position to that of members of a company limited by guarantee but does not give the Congregants any rights or duties as company directors of the Synagogue

Whilst the ethos of the Synagogue is openness and transparency as between those charged with its management including the Board and the Congregants, there will be certain matters discussed at the Board meetings, or in committee, which are by their nature, by law or designated as such by the Chairman or other person chairing the meeting, confidential ("Confidential Information"). I undertake that all Confidential Information will be kept wholly confidential (even to the extent that it should not be discussed with close family members) and not disclosed to any third party. If in doubt as to whether a matter is Confidential Information I shall be entitled to seek the opinion of the Chairman, Deputy Chairman (if there is one) or the Treasurer, by whose opinion I agree to be bound. This restriction shall not apply to information which is or has become in the public domain other than as a result of my breach. I accept and acknowledge that breach of this provision is potentially a serious breach of my duties as a Director and may result in my summary dismissal as a Director.

