

Minutes of Extraordinary General Meeting of JNF Chantable Trust held at 6pm on
Monday 26th March 2007 at JNF House Spring Villa Park Spring Villa Road Edgware
Middlesex HA8 7ED

Present	Gail Seal	Adam Caplin
	Rabbi Alan Plancey	Helen Rosen
	Jeffrey Zinkin	David Kibel
	Charles Sherling	Geoffrey Caplan
	Sam Pearlman	
	Geoffrey Berg	
	Harvey Bratt (Company Secretary)	

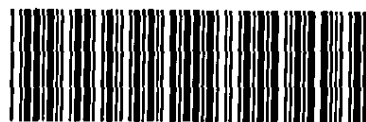
Apologies	Elizabeth Harns
	Pamela Wagman
	Karen Abramson

Consent to short notice of the meeting having been given IT WAS RESOLVED to adopt a new Memorandum and Articles of Association of JNF Chantable Trust ("the Charity") in the form annexed conditional upon approval of the wording thereof being received from the Charity Commission for England and Wales and the Office of the Scottish Charity Regulator



Gail Seal
President
JNF Charitable Trust
28 March 2007

SATURDAY



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COMPANIES HOUSE

J N F CHARITABLE TRUST

MEMORANDUM OF ASSOCIATION OF JNF CHARITABLE TRUST

1. Name

The name of the **Charity** is JNF Charitable Trust

2. Registered Office

The registered office of the Charity is to be in England and Wales

3. Objects

The **Objects** are the relief of poverty, and the furtherance of any other purposes which are **charitable purposes**, according to English law, within the State of Israel as constituted from time to time, especially such charitable purposes as benefit persons of Jewish religion, race or origin

4. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects

- 4 1 To promote or carry out research.
- 4 2 To provide advice.
- 4.3 To publish or distribute information
- 4 4 To co-operate with other bodies.
- 4 5 To support, administer or set up other charities
- 4.6 To raise funds (but not by means of **taxable trading**)
- 4 7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**)
- 4.8 To acquire or hire property of any kind
- 4 9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4 10 To make grants or loans of money and to give guarantees
- 4 11 To set aside funds for special purposes or as reserves against future expenditure
- 4 12 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees**

consider necessary and having regard to the suitability of investments and the need for diversification)

4 13 To delegate the management of investments to a financial expert, but only on terms that

- (1) the investment policy is set down **in writing** for the financial expert by the Trustees,
- (2) every transaction is reported promptly to the Trustees,
- (3) the performance of the investments is reviewed regularly with the Trustees,
- (4) the Trustees are entitled to cancel the delegation arrangement at any time;
- (5) the investment policy and the delegation arrangement are reviewed at least once a **year**,
- (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- (7) the financial expert must not do anything outside the powers of the Trustees.

4.14 To arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required

4 15 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as **custodian**, and to pay any reasonable fee required

4 16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required

4 17 (1) to provide indemnity insurance to cover the liability of the Trustees/**Members**

- (a) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Charity;
- (b) to make contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986

(2) Any such insurance in the case of (1)(a) shall not extend to.

- (a) any liability resulting from conduct which the Trustees/Members knew, or must be assumed to have known, was not in the best interests of the Charity, or

which the Trustees/Members did not care whether it was in the best interests of the Charity or not,

- (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees/Members;

- (c) any liability to pay a fine

- (3) Any insurance in the case of (1)(b) shall not extend to any liability to make such a contribution where the basis of the liability of the Trustee/Member is his knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation"

4 18 Subject to clause 5, to employ a Chief Executive and other paid or unpaid agents, staff or advisers

4 19 To enter into contracts to provide services to or on behalf of other bodies.

4 20 To establish or acquire subsidiary companies to assist or act as agents for the Charity

4 21 To do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Trustees/Members

5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Trustees/Members.

5 2 A Trustee or **connected person** must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except

- (1) a payment by the Charity of any premium in respect of any indemnity insurance to cover the liability of any Trustees/Members which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity. Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Trustees/Members knew, or must be assumed to have known, was not in the best interests of the Association, or which the Trustees/Members did not care whether it was in the best interests of the Charity or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustee/Member;

- (2) interest at no more than a reasonable rate on money lent to the Charity;

- (3) a reasonable rent or hiring fee for property or equipment let or hired to the Charity;
- (4) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity and in ensuring that funds remitted abroad are properly applied,
- (5) an indemnity in respect of any liabilities properly incurred in running the Charity to the extent permitted by section 309A Companies Act 1985;
- (6) payment to any company in which a Trustee has no more than a 1 per cent shareholding, and
- (7) in exceptional cases, other payments or benefits (but only with the **written** approval of the **Charity Commission** in advance)

5 3 A Trustee may not be an employee of the Charity

5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must.

- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter;
- (2) be absent from the meeting for that item unless expressly invited to remain in order to provide information;
- (3) not be counted in the quorum for that part of the meeting, and
- (4) be absent during the vote and have no vote on the matter

5 5 This clause may not be amended without the written consent of the Charity Commission in advance

6. Limited Liability

The liability of Members is limited

7. Guarantee

Every Member promises, if the Charity is dissolved while he or she remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a Member

8. Dissolution

8 1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects,
- (3) in such other manner consistent with charitable status as the Charity Commission and the Office of the Scottish Charity Regulator approve in writing in advance

8 2 A final report and statement of account must be sent to the Charity Commission

9. Interpretation

- 9 1 Words and expressions defined in the **Articles** have the same meanings in the **Memorandum**.
- 9.2 References to an Act of Parliament are references to that Act as amended, re-enacted or replaced from time to time and to any subordinate legislation made under it

ARTICLES OF ASSOCIATION

1. Membership

- 1 1 The Charity must maintain a register of Members
- 1 2 **Membership** is open exclusively to the persons who are the Trustees for the time being
- 1 3 Membership is automatically terminated if the Member concerned ceases to be a Trustee
- 1 4 Membership is not transferable.
- 1 5 The Trustees may establish conditions for **informal membership**, prescribe the respective privileges and duties of informal members and set the amounts of any subscriptions for informal members.

2. General Meetings

- 2.1 Members are entitled to attend general meetings either personally or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed.
- 2 2 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least one third of the Members.
- 2.3 The **President** or (if the President is unable or unwilling to do so) a **Vice-President** or some other Member elected by those present presides at a general meeting
- 2 4 Except where otherwise provided by the **Articles** or the **Companies Act**, every issue is decided by a majority of the votes cast
- 2 5 Except for the chairman of the meeting, who has a second or casting vote, every Member present in person or by proxy has one vote on each issue
- 2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature
- 2.7 Except at first, the Charity must hold an **AGM** in every year. The first AGM must be held within 18 months after the Charity's incorporation.
- 2 8 At an AGM the Members
 - (1) receive the accounts of the Charity for the previous **financial year**,
 - (2) receive the Officers' reports on the Charity's activities since the

previous AGM,

- (3) accept the retirement of those Trustees who wish to retire or who are retiring by rotation,
- (4) elect a President or Vice-President in the event of a vacancy,
- (5) elect Ordinary Trustees to fill the vacancies arising,
- (6) appoint auditors for the Charity,
- (7) may confer on any individual (with his or her consent) the honorary title of Patron or Vice-Patron of the Charity; and
- (8) may discuss or determine other matters.

2.9 Any general meeting which is not an AGM is an **EGM**

2.10 An EGM may be called at any time by the Trustees and must be called within 28 clear days on a written request from at least one third of the Members.

3. The Honorary Officers

The **Honorary Officers**, who must all be citizens of, and ordinarily resident in, the United Kingdom, and aged under 75 years at the date of appointment, are as follows:

- 3.1 A President, who may be nominated by the **Advisory Council** and is elected by the Members at a general meeting for a term of up to 3 years. A retiring President may stand for re-election if still qualified, but ceases to be eligible for re-election after he or she has served 5 terms,
- 3.2 Up to two Vice-Presidents, who may be nominated by the Advisory Council and are elected by the Members at a general meeting for a term of up to 3 years. A retiring Vice-President may stand for re-election if still qualified, but ceases to be eligible for re-election after he or she has served 6 terms
- 3.3 At least one and not more than 2 **Treasurers**, each of whom is appointed by resolution of the Trustees for a term of up to 3 years. A Treasurer may be re-appointed if still qualified, but ceases to be eligible for reappointment after he or she has served 6 terms.
- 3.4 The Chairman for the time being of **KKLET**

4. The Trustees

- 4.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 4.2 The Trustees when complete consist of the Honorary Officers and at least 8 and up to 13 **Ordinary Trustees**.

- 4.3 The Trustees may at any time co-opt any individual who is qualified to be an Ordinary Trustee to fill a vacancy in their number or as an additional Ordinary Trustee, but a co-opted Trustee may hold office only until the next AGM
- 4.4 Every Trustee must become a Member and sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees
- 4.5 The Ordinary Trustees must be citizens of or ordinarily resident in the United Kingdom, and under the age of 75 years at the date of appointment. Each Ordinary Trustee is elected by the Members at a general meeting for a term of up to 3 years. An Ordinary Trustee may stand for re-election if still qualified, but ceases to be eligible for re-election after he or she has served 6 terms
- 4.6 One third (or the number nearest one third) of the Ordinary Trustees will normally retire each year, those longest in office retiring first and the choice between any of equal service being made by drawing lots
- 4.7 A Trustee's term of office automatically terminates if he or she.
- (1) is disqualified under the Charities Act from acting as a charity trustee;
 - (2) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (3) is absent without notice from 3 consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - (4) ceases to be a Member,
 - (5) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office),
 - (6) is removed by resolution of a majority of the other Trustees after those Trustees have invited the views of the Trustee concerned and considered the matter in the light of any such views; or
 - (7) reaches the age of 75
- 4.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5. Trustees' proceedings

- 5.1 The Trustees must hold at least 4 meetings each year
- 5.2 At every meeting of the Trustees the following will normally be invited to attend and participate in the discussion but not to vote

- (1) The Chief Executive,
- (2) The Executive Director of **KKLET**;
- (3) Such professional staff of the Charity as the Trustees think fit

- 5 3 A quorum at a meeting of the Trustees is one third of the total number of the Trustees for the time being
- 5 4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 5.5 The President or (if the President is unable or unwilling to do so) a Vice-President or some other Trustee chosen by the Trustees present presides at each meeting
- 5 6 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature
- 5 7 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 5.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6. Trustees' powers

The Trustees have the following powers in the administration of the Charity

- 6 1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act
- 6 2 To establish and determine terms of reference for **Commissions** consisting of two or more individuals appointed by the Trustees. At least 1 member of every Commission must be a Trustee and all proceedings of Commissions must be reported promptly to the Trustees
- 6 3 To establish an Advisory Council consisting of the informal members, whose functions are to discuss any issues referred to them by the Trustees and to provide advice and recommendations to the Trustees
- 6.4 To make rules to govern the activities of **Committees** in supporting the work of the Charity
- 6 5 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy

- 6 6 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern the Trustees' proceedings and the proceedings of commissions and of any Advisory Council
- 6 7 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 6 8 To establish procedures to assist the resolution of disputes or differences within the Charity
- 6 9 To exercise any powers of the Charity which are not reserved to a general meeting.

7. Records and Accounts

- 7 1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
 - (1) annual returns;
 - (2) annual reports, and
 - (3) annual statements of account.
- 7 2 The Trustees must keep proper records of.
 - (1) all proceedings at general meetings;
 - (2) all proceedings at meetings of the Trustees,
 - (3) all reports of commissions; and
 - (4) all professional advice obtained
- 7 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 7 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs

8. Notices

- 8.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to informal members) may be published in any suitable journal or newspaper or any journal distributed by the Charity

- 8 2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members
- 8 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - (2) 2 clear days after being sent by first class post to that address,
 - (3) 3 clear days after being sent by second class post to that address;
 - (4) on the date of publication of a newspaper containing the notice,
 - (5) on being handed to the Member personally, or, if earlier,
 - (6) as soon as the Member acknowledges actual receipt.
- 8 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

9. Dissolution

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

10. Interpretation

In the Memorandum and in the Articles, unless the context indicates another meaning.

'Advisory Council' means an Advisory Council established by the Trustees under Article 6.3

'AGM' means an annual general meeting of the Charity;

'the Articles' means the Charity's articles of association,

'charitable' means charitable according to both English law and the law of Scotland.

'the Charity' means the company governed by the Articles,

'the Charity Commission' means the Charity Commissioners for England and Wales or any successor body performing the same or similar functions,

'the Charities Act' means the Charities Act 1993;

'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act;

'clear day' means 24 hours from midnight following the relevant event,

'a Commission' is a body established by the Trustees under Article 6 4 to carry out such functions of the Trustees as may be delegated to them

'a Committee' means an informal group which exists to support the work of the Charity

'the Companies Act' means the Companies Act 1985;

'connected person' means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'EGM' means an extraordinary general meeting of the Charity,

'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the Charity's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

'informal membership' refers to a supporter who may be called a 'member' or 'honorary member' but is not a company member of the Charity

'KKLET' means the non-charitable subsidiary company called KKL Executor and Trustee Company Limited (Company Number 453042).

'material benefit' means a benefit which may not be financial but has a monetary value,

'Member' and 'Membership' refer to company membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association,

'nominee company' means a corporate body registered or having an established place of business in England and Wales;

'the Objects' means the Objects of the Charity as defined in clause 3 of the Memorandum,

'Honorary Officer' means the President, up to two Vice-Presidents, up to two Treasurers and the Chairman for the time being of KKLET

'Ordinary Trustees' means those Trustees who are not Honorary Officers

'President' means the President of the Charity,

'Secretary' means the company secretary of the Charity,

'taxable trading' means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax,

'Trustee' includes the Honorary Officers and the Ordinary Trustees and means a director of the Charity, and 'Trustees' means the directors.

'written' or 'in writing' refers to a legible document on paper including a fax message,

'year' means calendar year.

10.2 Expressions defined in the Companies Act have the same meaning.

10.3 References to an Act of Parliament are to that Act as amended, replaced or re-enacted from time to time and to any subordinate legislation made under it.