

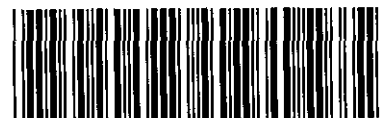
**THE COMPANIES ACT 1985 AND 1989**  
**MEMORANDUM AND ARTICLES OF ASSOCIATION**  
**OF**  
**THE AKIVA SCHOOL FOUNDATION**

Incorporated on: 3<sup>rd</sup> August 2001  
As amended by a written resolution dated 5<sup>th</sup> February 2007

Company No: 4264920  
Charity No:

**STONE KING LLP**  
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# **COMPANIES ACTS 1985 & 1989**

## **COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

### **MEMORANDUM OF ASSOCIATION OF**

#### **THE AKIVA SCHOOL FOUNDATION**

**1. NAME**

The name of the Company is The Akiva School Foundation ("the Charity")

**2. REGISTERED OFFICE**

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

**3. OBJECTS**

The objects of the Charity are

- 3.1 To advance the education of Jewish children by providing or assisting in the provision of educational, recreational and other charitable facilities and to be the Foundation Body for the proposed Akiva Voluntary Aided School and as such to hold land for the School

**4. POWERS**

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

- 4.1 To acquire develop provide and conduct educational establishments in such premises as the Trustees may determine
- 4.2 To appoint Foundation Governors for the School
- 4.3 To provide advice and to promote or carry out research
- 4.4 To publish or distribute information
- 4.5 To co-operate with other bodies
- 4.6 To support, administer or set up other charities
- 4.7 To raise funds (but not by means of taxable trading) and in its discretion to disclaim any particular contribution
- 4.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.9 To acquire or hire property of any kind
- 4.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.11 To make grants or loans of money (including business, scholarships and prizes and to give guarantees provided that where any payment is made to the Treasurer or other proper official of a charity the receipt of such Treasurer or official shall be a complete discharge to the Trustees
- 4.12 To set aside funds for special purposes or as reserves against future expenditure

- 4.13 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification) provided that the charity shall have power to retain any investments donated to it
- 4.14 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.14.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.14.2 every transaction is reported promptly to the Trustees
  - 4.14.3 the performance of the investments is reviewed regularly with the Trustees
  - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.14.5 the investment policy and the delegation arrangement are reviewed at least once a year
  - 4.14.6 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
  - 4.14.7 the financial expert must not do anything outside the powers of the Trustees
- 4.15 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions 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 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any 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
- 4.18 Subject to clause 5, to employ 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 subsidiary companies to assist or act as agents for the Charity
- 4.21 To pay the costs of forming the Charity
- 4.22 To do anything else within the law which promotes or helps to promote the Objects

## **5. BENEFITS TO MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
  - 5.2.1 interest at a reasonable rate on money lent by them to the Charity

- 5.2.2 a reasonable rent or hiring fee for property let or hired to the Charity
- 5.2.3 as mentioned in clause 4.16
- 5.2.4 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
- 5.2.5 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
- 5.2.6 payment to any company in which a Trustee has no more than a 1 per cent shareholding
- 5.2.7 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
  - 5.3.1 the goods or services are actually required by the Charity
  - 5.3.2 the nature and level of the remuneration is no more than is *reasonable in relation to the value of the goods or services and* is set in accordance with the procedure in clause 5.4
  - 5.3.3 no more than one third of the Trustees are subject to such a contract in any financial year
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
  - 5.4.1 declare an interest at or before discussion begins on the matter
  - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - 5.4.3 not be counted in the quorum for that part of the meeting
  - 5.4.4 withdraw during the vote and have no vote on the matter
- 5.5 This clause may not be amended without the prior written consent of the Commission

## 6. **LIMITED LIABILITY**

The liability of members is limited

## 7. **GUARANTEE**

Every member promises, if the Charity is dissolved while he, she or it 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 the contributor 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 including pensions or allowances to retired employees of the Charity in accordance with any pension scheme in force at the date of liquidation must be applied
  - 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects or

- 8.1.2 directly for the Objects or charitable purposes within or similar to the Objects or
  - 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance
- 8.2 A final report and statement of account must be sent to the Commission
- 9. **VARIATION**

No resolution to amend Clauses 1, 3, 8 and 9 of this Memorandum shall be valid unless the Charity has received the prior written consent of the Governing Body of the School provided that the consent of the Governing Body shall not be required if the School shall not yet have come into existence or shall have ceased to exist.
- 10. **INTERPRETATION**
  - 10.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.
  - 10.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

# **COMPANIES ACTS 1985 & 1989**

## **COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

### **ARTICLES OF ASSOCIATION OF**

#### **THE AKIVA SCHOOL FOUNDATION**

##### **1. MEMBERSHIP**

- 1.1 The number of members with which the company proposes to be registered is unlimited
- 1.2 The Charity must maintain a register of members
- 1.3 The Members of the Charity shall be the Trustees
- 1.4 Membership is terminated if the member concerned ceases to be a Trustee
- 1.5 Membership of the Charity is not transferable

##### **2. GENERAL MEETINGS**

- 2.1 Members are entitled to attend general meetings. General meetings are called on at least clear 21 days written notice specifying the business to be discussed
- 2.2 There is a quorum at a general meeting if the number of members personally present is at least three
- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 2.4 Except where otherwise provided by the 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 has one vote on each issue*
- 2.6 Subject to the provisions of the Act 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 (and 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 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation
- 2.8 At an AGM the members:
  - 2.8.1 shall receive the accounts of the Charity for the previous financial year
  - 2.8.2 shall receive the Trustees' report on the Charity's activities since the previous AGM
  - 2.8.3 shall accept the retirement of those Trustees who wish to retire or who are retiring by rotation
  - 2.8.4 may appoint new Trustees and re-appoint retiring Trustees who are eligible for re-appointment
  - 2.8.5 may appoint auditors for the Charity

- 2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity
- and
- 2.8.7 may discuss and determine any issues of policy or deal with any other business put before them
- 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 days on a written request from at least two members
- 3. THE TRUSTEES**
- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds
- 3.2 The Trustees when complete consist of 6 persons
- 3.3 The subscribers to the Memorandum are the first Trustees of the Charity.
- 3.4.1 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 3.4.2 Each Trustee shall also sign the Ethos Statement to indicate his or her support for it
- 3.5.1 A Trustee shall hold office for a period of 3 years
- 3.5.2 Of the Trustees holding office prior to the first AGM one-third shall hold office for one year, one third for two years and one third for three years. Such terms of office shall be allocated to the Trustees by drawing lots at the first AGM
- 3.5.3 Retiring Trustees shall be eligible for re-appointment
- 3.6 A Trustee's term of office automatically terminates if he or she:
  - 3.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
  - 3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs
  - 3.6.3 is absent from three consecutive meetings of the Trustees except for a reason approved and duly minuted by the Trustees
  - 3.6.4 ceases to be a member
  - 3.6.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
  - 3.6.6 is removed by resolution passed by at least two-thirds of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 3.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM
- 3.8 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

#### **4. PROCEEDINGS OF TRUSTEES**

- 4.1 The Trustees must hold at least one meeting each year
- 4.2 A quorum at a meeting of the Trustees is three Trustees
- 4.3 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
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4.5 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 (and 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)
- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

#### **5. POWERS AND DUTIES OF TRUSTEES**

- 5.1 The Trustees shall make a written statement of the ethos of the Charity which may only be changed with the unanimous approval of the Trustees or the approval of the Charity Commission.
- 5.2 The Trustees have the following powers in the administration of the Charity:
  - 5.2.1 to appoint the Foundation Governors of the School who once complete will consist of:
    - 5.2.1.1 4 members drawn from those nominated by the Reform Synagogues of Great Britain ("RSGB")
    - 5.2.1.2 3 members drawn from those nominated by the Union of Liberal and Progressive Synagogues ("ULPS") and
    - 5.2.1.3 1 or 2 other Governors in order to make up the necessary number as prescribed by the School Standards and Framework Act 1998If legislation changes the number of Foundation Governors required the ratio of the representation of Governors in Article 5.2.1 shall be followed as nearly as possible
  - 5.2.2 to appoint a Chairman, and other honorary officers from among their number
  - 5.2.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)
  - 5.2.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings

- 5.2.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5.2.6 to make Regulations including in particular an Instrument of Government consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 5.2.7 to establish procedures to assist the resolution of disputes within the Charity
- 5.2.8 to exercise any powers of the Charity which are not reserved to a general meeting
- 5.2.9 to accept a copy of a minute of a decision of RSGB or ULPS as the case may be as conclusive evidence of that body's nomination of prospective Foundation Governors

## **6. RECORDS & ACCOUNTS**

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - 6.1.1 annual reports
  - 6.1.2 annual returns
  - 6.1.3 annual statements of account
- 6.2 The Trustees must keep proper records of
  - 6.2.1 all proceedings at general meetings
  - 6.2.2 all proceedings at meetings of the Trustees
  - 6.2.3 all reports of committees and
  - 6.2.4 all professional advice obtained
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

## **7. NOTICES**

- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper circulating in area of benefit or any newsletter distributed by the Charity
- 7.2 Subject to 7.3 below the only address at which a member is entitled to receive notices is the address shown in the register of members
- 7.3 A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address but otherwise no such member shall be entitled to have notices given to him at that address

- 7.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 7.4.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
  - 7.4.2 two clear days after being sent by first class post to that address
  - 7.4.3 three clear days after being sent by second class post to that address
  - 7.4.4 on the date of publication of a newspaper containing the notice
  - 7.4.5 on being handed to the member personally or, if earlier,
  - 7.4.6 as soon as the member acknowledges actual receipt
- 7.5 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

8. **INDEMNITY**

Subject to the provisions of the Act every Trustee or other office or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in *defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Charity*

9. **DISSOLUTION**

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

10. **VARIATION**

No resolution to amend Articles 3.1 to 3.4, 3.6.6, and 10 shall be valid unless the Charity has received the prior written consent of the Commission

11. **INTERPRETATION**

In the Memorandum and in these Articles:

- 11.1 "The Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Charity

"these Articles" means these articles of association

"Chairman" means the chairman of the Trustees

"the Charity" means the company governed by these Articles

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Charity Commissioners for England and Wales

"EGM" means an extraordinary general meeting of the Charity

"the Ethos Statement" means the written statement of the ethos of the Charity made by the Trustees in accordance with Article 5.1

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

"Foundation Body" and "Foundation Governors" have the meaning ascribed to them in the School Standards and Framework Act 1998

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

"member" and "membership" refer to membership of the Charity

"Memorandum" means the Charity's Memorandum of Association

"month" means calendar month

"the Objects" means the Objects of the Charity as defined in clause 3 of the Memorandum

"the Regulations" means the regulations made by the Trustees under the powers contained in Article 5

"the School" means Akiva Voluntary Aided School or such other school as the Charity may acquire or conduct

"Secretary" means the Secretary of the Charity

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

"Trustee" means a director of the Charity and "Trustees" means all of the directors.

"written" or "in writing" refers to a legible document on paper including a fax message and also any communication sent by e-mail

"year" means calendar year

## 11.2 Expressions defined in the Act have the same meaning

- 11.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it