



North Shore Temple Emanuel

Constitution

(August 1999) Constitution Updated 28 April 2013 and 19 November 2020

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Corporations Law
A Company Limited by
Guarantee and not having a
Share Capital **Constitution**
of North Shore Temple
Emanuel
(ACN 000--326--456)

1. Preliminary

1.1 Definitions

In this Constitution, unless the context otherwise requires: “**Board**”

means the Directors acting as a Board of Directors;

“**By-laws**” means by-laws made from time to time by the Board pursuant to clause 24;

“**Company**” means North Shore Temple Emanuel;

“**Constitution**” means the constitution of the Company for the time being in force;

“**Directors**” means the directors of the Company from time to time;

“**Entity**” means any company, partnership, trust, joint venture or other association;

“**Executive**” means the executive appointed pursuant to clause 13.2;

“**Financial Year**” means the year ending 31 December or as otherwise determined from time to time by the Board;

“**In writing**” or “**written**” includes printing, lithography, photography and other means of representing or reproducing words in a visible form, including by electronic means;

“**Junior Member**” means a person referred to in clause 2.2(b);

“**Law**” means the Corporations Law and Regulations as amended from time to time;

“**Life Vice President**” means any person elected as life vice president prior to the adoption of this Constitution and any person elected as life vice president pursuant to clause 3;

“**Member**” means a person referred to in clause 2.2 (a); “**Membership**” means membership of the Company;

“**Members’ Register**” means the register of Members to be kept under the Law;

“**Month**” means calendar month;

“**Nominated Person**” means a Vice President or the Treasurer/Secretary;

“**Office**” means the registered office for the time being the Company;

“**President**” means the president appointed pursuant to clause 13;2;

“**Rabbis**” means one or more rabbis employed by the Company;

“**Related Body Corporate**” has the same meaning as in the Law;

“**Replaceable Rules**” means the provisions of the Law which would but for this Constitution apply as replacement rules under section 141 of the Law;

“**Resolution**” means a resolution other than a Special Resolution;

“**Secretary**” includes any person appointed as secretary from time to time, and includes any person appointed to perform the duties of Secretary on a temporary basis and any properly appointed assistant Secretary;

“**Vice President**” means the vice presidents appointed pursuant to clause 13.2, each of whom are designated individually as the Vice President.

1.2 Interpretation

In this Constitution, unless the context otherwise requires;

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include every gender;
- (c) references to the Law, any section, regulation or schedule of the Law or any other legislation are references to that law as amended, consolidated, supplemented or replaced;
- (d) headings are for convenience only and must be ignored in interpreting this Constitution; and
- (e) references to any person include references to any individual, company, body corporate, association, partnership, firm, joint venture, trust or government agency.

1.3 Replaceable Rules not to apply

The replaceable Rules are displaced by this Constitution and do not apply to the Company.

1.4 Constitution subject to the Law

This Constitution is subject to the Law and where there is any inconsistency between a clause and the Law, the Law prevails to the extent of the inconsistency.

1.5 Purpose of the Company

The Company is established for the purposes set out in clause 3 of the Memorandum of Association dated 23 June 1960 (the Memorandum) as amended, in terms of which the Company was formed. The provisions of clause 3 of the Memorandum as amended are incorporated into this Constitution.

2. Membership

2.1 Membership of the Company

Existing Members prior to the adoption of this Constitution and any persons as the Board admits to Membership in accordance with this Constitution will be Members of the Company.

2.2 Categories of Membership

The Company will consist of:

- (a) Members (Individual); and
- (b) Junior Members.

2.3 Qualification for Membership

- (a) Any person over the age of 18 who is approved by the Board and who is a member of the Jewish faith is qualified to be a Member.
- (b) Any person under the age of 18 who is approved by the Board and who has been certified by the Rabbis as having completed his or her b'mitzvah studies is qualified to be a Junior Member.

2.4 Application for Membership

A person qualified for Membership may apply for Membership in such form as the Board may from time to time prescribe.

2.5 Admission to Membership

- (a) On being satisfied of the eligibility of an applicant for Membership, the Board may at its discretion admit the applicant as a Member.
- (b) The secretary must enter in the Members' Register the name of any person admitted as a Member or Junior Member.

2.6 Rights and privileges of Membership

- (a) Subject to paragraph (b) and without limiting any other rights conferred on Members, Members have the right to:
 - (i) Receive notice of, attend and vote at any general meeting of the Company;
 - (ii) Receive the Company's newsletters.
- (b) Junior members have the right to attend but not vote at any general meeting of the Company and have the right to receive notices of such meeting or other communications issued to Members.

2.7 Membership fees

- (a) The Board may impose a joining fee and must impose an annual Membership fee.
- (b) The Board or a committee of the Board may in their sole and absolute

discretion waive either in whole or in part the joining fee or annual Membership fee payable by a Member.

2.8 Non payment of Membership fees

No Member will cease to be a Member by reason only that he or she has failed or neglected to pay any annual Membership fee due to the Company. If any Member fails to pay the annual Membership fee for any year within six Months of the amount being due such Member may be notified of the fact by the Board. The Board may thereafter notify that Member that he or she has ceased to be a Member of the Company and he or she will cease to be a Member as from the date when a notice given in a manner provided in this Constitution would be deemed to have been received. The name of that Member will then be removed from the Members' Register.

2.9 Distribution to Members

The Company is prohibited from making any distribution to Members.

2.10 Cessation of Membership

A person will cease to be a Member automatically if that person;

- (a) dies;
- (b) resigns Membership by notice in writing to the Company;
- (c) ceases to qualify for Membership of the Company in accordance with clause 2.3; or
- (d) is notified by the Board that he or she has ceased to be a Member due to non payment of the annual Membership fee in accordance with clause 2.8.

2.11 Cessation of rights

The rights and privileges of a Member cease when the Member ceases to be a Member or when the Member's name is removed from the Members' Register.

2.12 Censure

A Resolution passed by not fewer than three quarters of the Directors for the time being comprising the Board may censure, suspend or terminate the Membership of any Member

- (a) who fails to observe and comply with the Constitution;
- (b) who makes a wilful misrepresentation to the Company in his or her application for Membership; or
- (c) who is, in the reasonable opinion of the Board, not a fit and proper person to be a Member of the Company.

2.13 Liability of Members

The liability of the Members is limited.

3. Life Vice President

- (a) The Board may on such conditions as thought fit elect as a Life Vice President of the Company any Member who in the opinion of the Board has rendered to the Company meritorious services of special recognition.
- (b) Notwithstanding anything contained in this Constitution a person so elected as a Life Vice President will from the date of such election and whilst the person continues as a Member not be liable to pay to the Company any further annual Membership fees.
- (c) Except as set out in paragraph (b) a person elected as Life Vice President will be entitled to the privileges and subject to the obligations of Membership as set forth in this Constitution.
- (d) Any Member elected as Life Vice President will, subject to the provisions of clause 9.3, be a member ex-officio of the Board until his or her death with power to vote at meetings of the Board.
- (e) There will be no more than two Life Vice Presidents at any time.

4. General Meetings

4.1 Annual general meetings

Subject to the Law, a general meeting of the Company called the “annual general meeting” must be held at least once in every calendar year no later than five months after the end of the Financial Year. All other meetings of the Company will be called “general meetings” and may be convened at any time.

4.2 General meetings

Subject to section 249R of the Law, general meetings of the Company may be held at the premises of the Company or otherwise in Sydney and may be convened at any time.

4.3 Use of technology

- a) The company may hold a general meeting at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate, including to hear and be heard.
- b) Anyone using this technology is taken to be present in person at the meeting.

4.4 Calling of general meetings

In relation to the convening of general meetings:

- (a) any Director may call a general meeting; and
- (b) the Directors must call, and arrange to hold, a general meeting within 21 days after being requested to do so by Members with at least 5% of the votes that may be cast at the general meeting or at least 100 Members who are entitled to vote at the general meeting.

In order to provide proper notice of general meetings in accordance with clause 4.5, a Director calling a general meeting pursuant to paragraph (a) or Members requesting a general meeting pursuant to paragraph (b) must:

- (i) provide notice in writing, and
- (ii) specify the resolution or resolutions to be proposed at the meeting in the notice; and
- (iii) have the notice signed by the Members making the request or the Director calling the meeting; and
- (iv) give the notice to the Company.

4.5 Notice of general meetings

Except as permitted by the Law, at least 21 days' notice of every general meeting must be given in the manner provided by this Constitution to the Members and the persons entitled under this Constitution to receive notices.

4.6 Contents of notice of general meetings

Every notice convening a general meeting must set out the place, date and time for the meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this) and otherwise comply with the requirements of section 249L of the Law.

5. Proceedings at general meetings

5.1 Quorum for general meeting

No business will be transacted at any general meeting unless a quorum is present at the beginning of the meeting and during the whole of the meeting. A quorum is constituted by 10 Members of the Company present in person.

5.2 No quorum

If a quorum is not present within 30 minutes after the time appointed for the meeting, any meeting convened on a requisition of Members will be dissolved but any other meeting will be adjourned to the same day in the next week at the same time and place or to such other day, time and place that the Directors may appoint by notice to the Members. If at the adjourned meeting, other than an annual general meeting, a quorum is not present, the meeting will be dissolved. If the adjourned meeting is an annual general meeting it will proceed whether or not there is a quorum present.

5.3 Chair of general meeting

The President, or, in the President's absence, a Nominated Person, is entitled to be the chair at every general meeting. If there is no President or Nominated Person or if at any meeting the President or Nominated Person is not present within 15 minutes after the time appointed for holding the meeting or if the chair is unwilling to act, the Directors present may choose a chair for that meeting. If the Directors do not choose a

chair, the Members present must choose one of the Directors to be the chair and if no Director is present or willing to be the chair, the Members must choose someone to be the chair.

5.4 Powers of chair

At any general meeting, a declaration by the chair that a resolution has been carried or carried by a particular majority or not carried and a recording of that declaration in the minute book will be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against that resolution.

5.5 Adjournment of general meeting

The chair of a general meeting may, with the consent of the meeting, adjourn the meeting from time to time and from place to place, but only business left unfinished at the original meeting may be transacted at the adjournment.

5.6 Notice of adjourned meeting

If any general meeting is adjourned for more than one Month, a notice of the adjournment must be given to Members of the Company in the same manner as notice was or ought to have been given of the original meeting. In the case of all other adjournments, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

6. Voting

6.1 Resolution determined by majority

At a general meeting:

- (a) all resolutions submitted to the meeting will be decided by a simple majority of votes except where a greater majority is required by this Constitution or the Law;
- (b) the chair will not have a casting vote in addition to the vote or votes to which the chair may be entitled as a Member; and
- (c) in the first instance, voting will be on a show of hands. A poll may be demanded on any question by the chair, any Member, their proxy or attorney. The chair must decide in each case the manner in which a poll will be taken, and the result of the poll will be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a chair or on a question of adjournment will be taken immediately. Any dispute relating to the admission or rejection of a vote must be determined by the chair and the chair's determination made in good faith will be final and conclusive.

6.2 Votes

On a show of hands every person present as a Member or as a proxy or attorney of a Member will have one vote and on a poll every Member present in person or by proxy or attorney will have one vote. A Member who has not paid, prior to the commencement of the meeting, any annual Membership fee required to be paid will not be eligible to vote either personally, by proxy or by attorney.

6.3 Attorney of Member

Any Member may appoint an attorney to act on his or her behalf at all meetings of the Company or all meetings of the Company during a specific period. Before the first meeting at which the attorney acts on the Member's behalf, the power of attorney must be deposited at the Office or at any place specified in the notice convening that meeting. At the first meeting and at any subsequent meeting to which the power of attorney may relate, the attorney must hand to the chair of the meeting a properly executed declaration of non--revocation of the power of attorney.

7. Proxies

7.1 Instrument appointing proxy

The instrument appointing a proxy must be in writing signed by the appointer or by the appointer's attorney properly authorised in writing.

7.2 Validity of appointment

An instrument appointing a proxy is only valid for the meeting for which it is given, except that any instrument may be used at any adjournment of the meeting for which it was originally intended.

7.3 Validity of vote given in accordance with proxy

Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a proxy or an attorney votes, a vote cast by the proxy or attorney will be valid even if, before the proxy or attorney voted:

- (a) the Member dies; or
- (b) the Member revokes the proxy's or attorney's appointment; or
- (c) the Member revokes the authority under which the proxy was appointed by a third party.

7.4 Form of proxy

- (a) Every instrument of proxy must:
 - (i) specify the Member's name and address, the Company's name, the proxy's name and the meeting at which the proxy may be used, and must otherwise comply with the provisions of section 250A of the law; and
 - (ii) be deposited with the Company at least 15 minutes before the meeting by delivery to the Office, by facsimile received at a fax number at the Office or otherwise by any other means permissible under section 250B of the Law.
 - (iii) The instrument of proxy may be worded so that a proxy is directed to vote either for or against each of the resolutions to be proposed. Any instrument of proxy deposited in accordance with this Constitution in which the name of the appointee is not filled will be deemed to be given in favour of the chair of the meeting to which it relates.

8. Directors

8.1 Composition of the Board

The Board will comprise the following:

- (a) at least 6 and no more than 10 elected Members; and
- (b) the Life Vice Presidents (if any) from time to time; and
- (c) the immediate past president for one year after that person's term of office has expired and thereafter by invitation of the Board; and
- (d) no more than two ex-officio members appointed by the Board should the Board in its sole and absolute discretion decide to make such appointments.

8.2 Body corporate

A body corporate cannot be appointed as a Director.

8.3 Election of Directors

- (a) Nomination for the office of Director for the ensuing year must be in writing and signed in each case by the proposer and seconder (being Members) and the Member nominated must signify his or her consent to such nomination in writing. Such nominations duly signed and consented to must be deposited at the Office at least ten days prior to the date of the annual general meeting.
- (b) Any Member so nominated must pay all moneys due by that Member to the Company within ten days prior to the date of the annual general meeting otherwise that candidate will not be eligible for election.
- (c) Elections to the office of Director if there be more candidates than there are vacancies to be filled will be by ballot to be conducted in the following manner: Two persons present at the meeting will be appointed scrutineers by the chair. The Treasurer/Secretary, or in that person's absence, any Member appointed by the chair will act as presiding officer at the scrutiny. Voting papers will be duly prepared with the names of the several candidates written or printed thereon in alphabetical order with the names of existing Directors indicated by an asterisk. Each voting paper must be initialed by the presiding officer. Any Member eligible to vote present in person, by proxy or by attorney and desiring to vote will be entitled to a voting paper and will strike out therefrom the name or names of such candidate or candidates for whom they do not intend to vote and then deposit the paper in the ballot box. The presiding officer and scrutineers will examine the voting papers and report to the chair who will then declare elected the candidate or candidates polling the highest number of votes. Any voting paper not so initialed or having unerasable a greater number of names than there are vacancies to be filled will be informal and rejected by the scrutineers. At the conclusion of the meeting the voting papers will be destroyed by the presiding officer.
- (d) If no more candidates are nominated than are required to fill any office or offices, the chair will declare such candidate or candidates duly elected.

8.4 Directors may fill casual vacancies

Notwithstanding the previous clause the Directors also have the power at any time to appoint any Member as a Director to fill a casual vacancy, except that the total number of Directors must not at any time exceed the maximum number for the time being fixed by or under this Constitution.

8.5 Qualification for election as a Director

Any Member may be elected as a Director. A Junior Member may not be elected as a Director.

8.6 Auditor cannot be Director

Subject to the Law, an auditor of the Company or partner or employee or employer of an auditor must not be appointed a Director.

8.7 No alternate Directors

No Director may appoint a person to act as an alternate director.

8.8 Directors' fees

The Company is prohibited from paying directors' fees.

9. Directors' Tenure of Office

9.1 Directors' tenure of office

1. Subject to the Law and paragraph (b), each Director will hold office until removed under this Constitution or until the Director's office is vacated under this Constitution or until the end of the next annual general meeting whichever is the earlier.
2. An elected Director may not hold office for more than 5 consecutive years or 7 consecutive years for a Director in office at the time of adoption of this Constitution unless in either case:
 - (i) such person has been elected as President in which event such person's tenure of office as a Director will be extended until such person has completed his or her tenure of office as immediate past president, or; such person has been elected as a member of the Executive other than President in which event such person's tenure of office as a Director will be extended for no more than 3 additional years unless during that additional time such person has been elected as President in which event such persons tenure of office as a Director will be extended until such person has completed his or her tenure of office as immediate past president.

9.2 Retiring Director eligible for re-election

A Director who retires or whose office is vacated under this Constitution is eligible for election or re-election to the Board except as expressly provided in this Constitution.

9.3 Vacation of office

The office of a Director will be automatically vacated if the Director:

- (a) being one of those persons referred to in clause 8.1(a) is no longer a Member;
- (b) has ceased to be a Member pursuant to clause 2.8;
- (c) commits an act of bankruptcy or enters into an arrangement or composition with all or a substantial number of his or her creditors;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the laws relating to mental health;
- (e) resigns office by notice in writing to the Company;
- (f) vacates office or is prohibited from being a director in accordance with any of the provisions of the Law or any order made under the Law; or
- (g) is absent from more than 3 consecutive meetings of the Board without the consent of the Board or without a good and sufficient reason in the opinion of the Board.

A director whose office is vacated under paragraphs (a), (b), (c), (d) or (f) will not be eligible for re-election until the disability (or disabilities) referred to is (or are) removed.

10. Proceedings of Directors

10.1 Board meetings and quorum for Board meetings

- (a) Unless subclause (b) of this clause applies:
 - (i) the Directors may meet for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit provided that they hold not less than five (5) meetings each year;
 - (ii) unless the Directors determine otherwise, the quorum for a Directors' meeting is a majority (more than 50%) of Directors including at least 2 members of the Executive; and
 - (iii) a quorum must be present for the whole Directors' meeting.
- (b) In the event of a vacancy in the office of a Director, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may only act for the purposes of increasing the number of Directors to a number sufficient to constitute a quorum or of convening a general meeting of the Company.
- (c) The Board may co-opt the Rabbis to attend but not vote at any meeting of the Board.

10.2 Use of Technology

A meeting of Directors may be called or held by telephone or by using any other technology consented to by all the Directors. The consent may be a standing one and may only be varied or withdrawn by a further Resolution of Directors.

10.3 Calling of Board meeting and place of meeting

A Director may at any time and the Secretary on the request of a Director must call a meeting of Directors provided that the Director gives notice in writing to the Secretary of the resolution to be put before the meeting.

10.4 Board meeting competent to exercise all powers

A meeting of the Directors at which a quorum is present may exercise all or any of the powers and discretions vested in or exercisable by the Directors generally.

10.5 Resolution passed deemed to be determination of Board

Any Resolution properly passed at a duly convened meeting of the Directors at which a quorum is present will be deemed to be a determination by all the Directors of the Board for the purposes of this Constitution.

10.6 Chair of Board meetings

The President will chair meetings. If the President is not present at the time appointed for the meeting, a Vice President will act as chair for that meeting. If a Vice President is not present the meeting will be adjourned.

10.7 Questions to be decided by majority

Questions arising at any meeting will be decided by a majority of votes of Directors present and entitled to vote on the Resolution. If necessary the chair of the meeting will have a casting vote in addition to any vote he or she has as a Director. Any ex-officio members of the Board appointed pursuant to clause 8.1 (d) will not have the right to vote on any Resolution.

10.8 Resolutions without meetings

If a majority of Directors entitled to attend a meeting of the Directors and vote on a Resolution sign a document containing a statement that they are in favour of a Resolution or Resolutions set out in the document, the Resolution or Resolutions will be valid as if passed at a meeting of the Directors duly convened and held. Copies of the document must be distributed to all Directors and separate copies may be distributed for signing by different Directors but each copy must have identical wording. The Resolution or Resolutions are passed when the last Director signs the document.

10.9 Committee powers and meetings

- (a) The directors may form committees chaired by a nominated Director.
- (b) Committees may include, by invitation of the Board, Members who are not Directors.
- (c) Those committees may include a finance committee to be chaired by the Treasurer/Secretary or another Director, a membership committee, a services committee and a fundraising committee to be chaired by a Vice President or another Director.
- (d) The board may delegate any of its powers to a committee of Directors and may revoke any such delegation.
- (e) Any committee must exercise the powers delegated to it in accordance

with any directions of the Board and may delegate any of its powers to subcommittees.

- (f) The chair at a committee or subcommittee meeting will not have a deciding vote apart from his or her own vote at any meeting of a committee or subcommittee.
- (g) The meetings and proceedings of any committee will be governed by the provisions of this Constitution regulating the meetings and proceedings of the Directors so far as they are applicable and are not superseded by any direction made by the Board under this clause.

10.10 Validity of acts of Directors

All acts done by any meeting of the Directors or by a committee of the Directors or by any person acting as a Director are valid even if it is discovered afterwards that there was some defect in the appointment or election of any Director or person acting as a Director or that any Director was disqualified or had vacated office or was otherwise not entitled to vote or act.

11. Directors' contracts

11.1 Directors not disqualified from holding office or contracting with the Company

- (a) No Director is disqualified because of his or her office from:
 - (i) Holding any other office or position of profit (other than auditor or a full time employee of the Company other than a person appointed as a Director under clause 8.1(d) with the Company or with any company promoted by the Company or with any corporation in which the Company is a shareholder or which is a shareholder of the Company or in which the Company is otherwise interested; or
 - (ii) contracting with the Company (whether as vendor, purchaser or otherwise).
- (b) No contract referred to in subclause (a)(ii) or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested will be avoided and no Director will be liable to account to the Company for any profit arising from such a contract or arrangement or from any office referred to in subclause (a)(i) (or other place of profit) only because that Director holds that office or because of the fiduciary relations established by it.

11.2 Director may hold office or act in professional capacity

Subject to the Law, a Director:

- (a) May hold any office in connection with the Company's business except that of auditor; and
- (b) May act individually or through the Director's firm in a professional capacity for the Company (except as auditor) and will be entitled to remuneration for professional services as though the Director were not a Director.

11.3 Director may not vote on contract in which they are interested.

A Director may not vote on any matter about any contract or arrangement in which the Director is interested (whether directly or indirectly) nor be present at the meeting at the time such contract or arrangement is discussed and may not be counted in a quorum and may not otherwise act on any matter about that contract or arrangement.

11.4 Director not deemed to be interested in certain contracts or arrangements

A Director will not be deemed to be interested (whether directly or indirectly) or to have been at any time interested in any contract or arrangement or proposed contract or arrangement:

- (a) relating to any loan to the Company, merely by reason of the fact that the Director has guaranteed or joined in guaranteeing the repayment of that loan or any part of that loan; or
- (b) made or to be made with a corporation which under any provision of the Law is deemed to be related to or associated with the Company, because of being a Director of that corporation.

11.5 Directors to declare interest

Any Director who is directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Company must declare the nature of the interest at the meeting of the Directors at which the contract or arrangement is first considered (if the interest then exists) or, in any other case, at the first meeting of the Directors held after the interest is acquired. A general notice by a Director that the Director is a member of any specified corporation or firm and is to be regarded as interested in any contract which may be made with that corporation or firm after the date of that notice is a sufficient declaration of interest about any contract so made if the notice complies with the provisions of the law and in particular section 231(5) of the Law.

11.6 Directors to declare potential conflicts

Any Director who holds any office or possesses any property which might (whether directly or indirectly) create duties or interests in conflict with his or her duties or interests as a Director of the Company must declare the fact of the holding and the nature and extent of any conflict at the first meeting of the Directors held after the Director becomes a Director or (if already a Director) at the first meeting of the Directors held after the relevant facts came to the Director's knowledge.

11.7 Secretary to record declarations of Directors

The Secretary must record any declarations made or notices given by a Director under this Constitution in the minutes of the meeting at which they are made or given.

11.8 Effect of failure to make or record disclosures

Failure to make or to record any disclosures will not tender voidable or void any contract, transaction or arrangement to which the disclosure relates.

11.9 Payments to Directors

Any payment to be made to a Director or any Entity in which he or she has an interest must be approved by the Board.

12. Powers of Directors

12.1 Powers of Directors

Subject to the Law and this Constitution, the business of the Company will be managed by the Directors, who may exercise all of the powers of the Company that are not, by the Law or by this Constitution, required to be exercised by the Company in general meeting.

12.2 Powers to borrow or raise money

Without limiting the previous clause, the Directors may from time to time borrow or raise any sum or sums of money or incur other financial obligations for the purposes of the Company and may give security over the repayment of that sum or sums or the payment, performance or fulfilment of any debts, liabilities, contracts or obligations incurred or undertaken by the Company on terms and conditions as they determine and in particular by the issue or re-issue of bonds, perpetual or redeemable debentures or any mortgage, charge or other security on the undertaking or the whole or any part of the property, of the Company (both present and future).

12.3 Directors may vote shares in other corporations

Subject to the Law, the Directors may exercise the voting power conferred by the shares in any corporation held by the Company as they determine including in circumstances where a Director may be interested in the exercise, such as an exercise in favour of any resolution appointing a Director as an officer of a corporation or providing for the payment of remuneration to officers of other corporation.

12.4 Security over the Company's assets

Subject to the Law, if any Director or any other person becomes personally liable (whether as surety or otherwise) for the performance of any of the Company's obligations, the Directors may, despite their interest, execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the liability.

13. Executive

13.1 Executive

The Company will be managed by an Executive

13.2 Appointment of the Executive

- (a) At the first meeting of the board following the adoption of this Constitution and thereafter at the first meeting of the Board following each annual general meeting (which must take place within 14 days of the annual general meeting), the Directors will appoint from amongst their number the Executive which will consist of a President, two Vice Presidents and a Treasurer/Secretary.

- (b) Nominations for the offices of President, two Vice Presidents and Treasurer/Secretary must be in writing. If a nomination is made by another Director the Director nominated must consent to such nomination in writing.
- (c) Subject to clauses 13.2(d) and (e) an appointment as a member of the Executive will lapse immediately before the meeting of the Board referred to in paragraph (a). The Board may revoke any appointment. Any appointment will be automatically terminated if the person ceases to be a Director or resigns from the Executive.
- (d) No Member may be appointed to the office of President for more than 3 consecutive years. Subsequently that Member will be eligible to stand for re-election as President after two years of retirement.
- (e) The office of a member of the Executive will be vacated if that member is absent from more than 3 consecutive meetings of the Board without the consent of the Board or without a good and sufficient reason in the opinion of the Board.

13.3 Remuneration of the Executive

A member of the Executive is not entitled to receive remuneration (whether by way of salary or commission or otherwise) for acting as a member of the Executive.

13.4 Directors may confer powers on the Executive

The Directors may grant a member of the Executive any of the powers exercisable by the Directors on such terms and conditions and with such restrictions as they think fit. Any powers so conferred may be concurrent with or to the exclusion of their own powers. The Directors may at any time revoke, withdraw, alter or vary all or any of those powers.

13.5 Meetings of the Executive

- (a) The Executive may meet for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) The quorum for the transaction of business by the Executive will be three provided that this includes the President and at least one Vice President.
- (c) The Executive may co-opt the Rabbis to attend but not vote at any meeting of the Executive.

14. Directors' Remuneration

14.1 Remuneration of Directors

There will be no remuneration for services rendered as Directors.

15. Minutes and Registers to be kept

15.1 Minutes

- (a) The Directors must ensure that minute books are kept in which are

recorded, within one Month of the relevant meeting, the following

- (i) the names of the Directors present at each meeting of the Directors and Executive and of any committee of Directors;
 - (ii) all declarations made or notices given by any Director (either generally or specifically) of his or her interest in any contract or proposed contract or of his or her holding of any office or property whereby any conflict of duty or interest may arise;
 - (iii) all orders made by the Directors and committees of Directors;
 - (iv) all resolutions and proceedings of general meetings of the Company, meetings of the Directors and Executive and meetings of any committee of the Directors; and
 - (v) resolutions passed by Members or Directors without a meeting.
- (b) Any minutes of any general meeting of the Company, meetings of the Directors or Executive or meetings of any committee of the Directors must be signed within a reasonable time after the meeting by the chair of the meeting or by the chair of the next succeeding meetings and once signed will constitute evidence of the matters stated in the minutes.

15.2 Registers

- (a) The Directors must set up and maintain in accordance with the Law:
- (i) A Members' Register;
 - (ii) A register of charges;
 - (iii) If the Company issues debentures, a register of debenture holders; and
 - (iv) Any other registers required to be kept under the Law.
- (b) The registers may be kept either in a bound or loose leaf book or in electronic form. If a register is kept in electronic form, its contents must be capable of being printed out in hard copy.

16. The Secretary

16.1 Secretary

A Secretary or secretaries of the Company must be appointed by the Directors complying with the Law. The Directors may also appoint acting and assistant secretaries. Any such appointment may be for that term, at that remuneration and on those conditions the Directors think fit and any person so appointed may be removed by the Directors.

17. Negotiable instruments

17.1 Negotiable instruments

All cheques, bills of exchange, promissory notes and other negotiable instruments must be signed, drawn, accepted, made or endorsed (as the case may be) for and on behalf of the Company by those persons and in that manner determined by the Directors.

18. Financial statements

18.1 Financial records

The Directors must cause financial and other records to be kept to record correctly and explain the transactions and financial position of the company, to enable true and fair profit and loss accounts and balance sheets to be prepared and to permit preparation of any other documents required by the Law or this Constitution. The records must be kept:

- (a) In a manner which will enable them to be conveniently and properly audited;
- (b) For 7 years after the completion of the transactions or operations to which they relate; and
- (c) At the Office or at any other place the Directors think fit and at all times be open to inspection by the Directors.

18.2 Financial statements/reports

- (a) If required by the law or if the Directors so determine, the Company must prepare:
 - (i) a profit and loss account for the last Financial Year of the Company;
 - (ii) a balance sheet as at the date to which the profit and loss account is made up; and
 - (iii) attached to the documents referred to in subclauses (a)(i) and (a)(ii), a report by the Directors about the state of the Company's affairs, a statement by the Directors in accordance with the Law and the auditors' report on the documents unless the Company in accordance with the Law has resolved not to appoint auditors.
- (b) The profit and loss accounts, balance sheets and reports must comply with all applicable provisions of the Law.

18.3 Approval of financial statements

Accounts of the Company when prepared by the Directors will be conclusive except regarding any error identified within 3 Months after the date of preparation. If any error is identified within this period, the accounts must immediately be corrected and will then be conclusive.

19. Audit

19.1 Auditors

If the Company is required or the Directors wish to appoint auditors:

- (a) auditors of the Company must be appointed and removed and their remuneration, rights and duties will be regulated under the provisions of the Law; and
- (b) the accounts of the Company must be audited for each Financial Year of the Company and the correctness of the profit and loss account and balance sheet must be ascertained by the auditors of the Company complying with the Law.

20. Inspection of records

20.1 Right to inspect

- (a) Subject to the Law, the Directors will determine whether, to what extent, at what times and places and under what conditions the accounting and other records of the Company or any of them will be open to the inspection of Members.
- (b) A Member who is not a Director will not have any right to inspect any account, book or document of the Company or receive any information concerning the business, trading or customers of the Company or any trade secret or secret process of the Company except as provided by the Law or as authorised by the Directors or a resolution of the Company in general meeting.

21. Notices

21.1 Services of notices by the Company

A notice may be given by the Company to any Member either personally or by facsimile or electronically to the relevant facsimile number or electronic address of the Member as shown on the Members' Register, or as advised by the Member. A notice may also be given by the Company to any Member by sending it by post addressed to the Member at the address shown in the Members' Register or otherwise by any other method, including by advertisement, as the Directors determine.

21.2 Posting notices to overseas Members

In the case of a Member whose registered address is outside Australia, a notice sent by post must be sent by pre-paid airmail in an envelope.

21.3 Notice deemed to be served

- (a) Any notice by advertisement will be deemed to have been served on the day of publication of the newspaper or the Company's newsletter containing the advertisement.

- (b) Any notice sent by post will be deemed to have been served on the day following the day on which the notice is posted unless sent by airmail to an address outside the country in which it was posted, in which case it will be deemed to have been served on the fifth day following the day on which it is posted.
- (c) A notice sent by facsimile or other electronic means will be deemed to have been served on the same day that it is sent.

21.4 Service by post

To prove service by post, it is sufficient to prove that the notice with required postage was properly addressed and posted. A certificate in writing signed by the Secretary or other officer of the Company that the notice was properly addressed and posted will be conclusive evidence of such matters.

21.5 Notices to Members whose whereabouts unknown

- (a) Where:
 - (i) the Company has a genuine reason to believe that a Member is not known at the address shown for that Member in the Members' Register;
 - (ii) the Company has subsequently made an enquiry at that address as to the whereabouts of the Member; and
 - (iii) the enquiry either elicits no response or a response indicating that the Member's present whereabouts are unknown,

all future notices will be deemed to be given to the Member if the notice is exhibited in the Office for a period (not including weekends and public holidays) of forty-eight hours and will be deemed to be duly served at the beginning of that period.
- (b) This clause will apply unless and until the Member informs the Company of a registered place of address or that the Member has resumed residence at the Member's address shown in the Member's Register or notifies the Company of a new address to which the Company may send the Member notices (which will be deemed to be the Member's registered address).

21.6 Notice to deceased or bankrupt Members

Any notice or document given to a Member will be deemed to have been properly given despite the Member's death or bankruptcy and whether or not the Company has notice of death or bankruptcy until some other person is registered in place of the Member.

21.7 Signing of notices

The signature to any notice to be given by the Company may be written or printed.

21.8 Counting of days

Where a given number of days' notice or notice extending over any other period is required to be given, the day on which notice is deemed to be given will be included in the number of days or other period.

22. Winding Up

22.1 Winding--up

If, upon the winding up or dissolution of the company, there remains after the satisfaction of all its debts and liabilities whatsoever any property whatsoever, the same will not be paid to or distributed among the Members but will be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which prohibits the distribution of its or their income and property among its or their members, such institution or institutions to be determined by the Members by majority in general meeting at or before the time of dissolution and in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

22.2 Members' contributions

Every Member undertakes to contribute to the assets of the company in the event of the Company being wound up during the time that he or she is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before the time at which he or she ceases to be a Member and of the costs, charges and expenses of winding up the Company and for the adjustment of the rights of the members amongst themselves such amount as may be required not exceeding \$10.00.

23. Indemnity and insurance

23.1 Indemnification of officers of the Company

The Company indemnifies every person who is or has been an officer (as defined in section 241(4) of the Law) of the Company or of a wholly--owned subsidiary of the Company (the "Officer") against the following:

- (a) any liability for costs and expenses incurred by the Officer in his or her capacity as an officer of the Company or of a wholly--owned subsidiary of the Company, in defending any proceedings, whether civil or criminal, in which judgment is given in the Officer's favour, or in which the Officer is acquitted, or in connection with an application in relation to any such proceedings in which relief under the Law is granted to the Officer by a Court; and
- (b) any liability incurred by the Officer in his or her capacity as an officer of the Company or of a wholly--owned subsidiary of the Company, to a person other than the Company or a Related body Corporate, unless the liability arises out of conduct by the Officer involving a lack of good faith.

23.2 Insurance

Subject to the Law, the Company may pay premiums for an insurance policy in favour of any Officer for any type of liability.

24. By--Laws

24.1 By--laws

The Directors may from time to time make, amend or rescind such by--laws, rules and regulations, not inconsistent with this Constitution, as in the opinion of the Directors of the Company's operations, finances, affairs, interests, effects and property and the duties, obligations and responsibilities of the Members.

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MEMORANDUM OF ASSOCIATION OF NORTH SHORE TEMPLE EMANUEL

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1. The name of the Company is “NORTH SHORE TEMPLE EMANUEL”.
2. The Registered Office of the Association will be situated at Sydney in the State of New South Wales.
3. The objects for which the Association is established are:
 - (a) * to construct furnish and equip at Chatswood a building or buildings and to maintain the same for the purpose of providing for the young general education and instruction in Hebrew and religious studies according to the tenets of the Progressive Jewish Religion;
 - (b) † to construct furnish equip and maintain at Chatswood a Temple or place of public worship according to the rights and tenets of the Progressive Jewish Religion;
 - (c) ‡ to unite persons of the Jewish Faith and to promote and spread the religious beliefs teachings doctrines ritual and practices of the Progressive Jewish Religion and to take advantage of the capacity for development inherent in the Progressive Jewish Religion and to bring such religious beliefs teachings doctrines ritual and practices into harmony and accord with the development in thought advance in knowledge and change in the circumstances of life as it is at the present time;
 - (d) § for the purpose of bringing about the development of Progressive Judaism to establish Progressive Jewish Religious communities congregations and schools of instruction for the young to promote co-operation between such communities congregations and schools whether now in existence or hereafter to be established and to stimulate and encourage the study of Progressive Judaism its history and lore with a view to the fuller adaptation and understanding of religious

* *As amended by Special General Meeting 28 April 2013*

† *As amended by Special General Meeting 13 March 1995*

‡ *As amended by Special General Meeting 13 March 1995*

§ *As amended by Special General Meeting 13 March 1995*

practice doctrine beliefs and ceremony and their application to modern life and thought;

- (e) to make such adaptation and application without changing the fundamental principles of Judaism and to awaken an active interest in those persons of the Jewish Religion who now fail to participate in Jewish religious life and/or to practice their religion;
- (f) in furtherance of the objects of the Association and for the purpose of promoting the highest interests of the Jewish Faith to co-operate fully with other sections of Australian Jewry;
- (g) to stimulate a sense of honour and encourage philanthropy amongst persons of the Jewish Faith to alleviate the wants of the poor and the needy to visit and tend the sick to assist and comfort those in distress and sorrow in consonance with the broadest principles of faith and humanity;
- (h) ** to make provision for the conduct of Divine worship publicly according to the Progressive Jewish Ritual by ministers of the Progressive Jewish Faith properly appointed in that behalf on all occasions sanctified by Jewish traditions and of other public and private devotional ceremonies and rites at such other times as may be appropriate according to the beliefs teachings doctrines and ceremonies of the Progressive Jewish Religion;
- (i) †† to provide adequate instruction of the young in Hebrew language, the tenets of Progressive Jewish Religion, the proud history of the Jewish people and the noble heritage of the Jewish Law and the Jewish ethical doctrines;
- (j) ‡‡ to conduct or sponsor such other cultural and spiritual exercises as may tend to stimulate a more profound understanding of and a deeper sense of loyalty to the Progressive Jewish Faith;
- (k) §§ to make provision for the burial in New South Wales and elsewhere if necessary of the remains of deceased persons of the Jewish Religion and to ensure that such burials shall be conducted in reverent and decorous manner and in accordance with the traditional usages rites and ceremonies of the Progressive Jewish Religion;
- (l) to make provision for the conduct of funeral services cremations and burials of and to assist in and carry out the

** *As amended by Special General Meeting 13 March 1995*

†† *As amended by Special General Meeting 28 April 2013*

‡‡ *As amended by Special General Meeting 13 March 1995*

§§ *As amended by Special General Meeting 13 March 1995*

lawful disposal of the remains of deceased persons of the Jewish Religion;

- (m) to pay where deemed necessary the funeral and burial or cremation expenses of formerly indigent deceased persons of the Jewish Religion;
- (n) to provide the solace and consolation of the Jewish Religion to the dying and to ensure the attendance of members of the Jewish Religion competent and willing to assist in performing the last rites of the Jewish Religion towards the dying and dead;
- (o) to provide and ensure the attendance of such attendants as may be necessary to carry out the objects of the paragraph immediately preceding;
- (p) to erect set up maintain and conduct and to assist in the erection maintenance and conduct of (subject to any statutory provision relating thereto) any hospital asylum or hospice for the dying;
- (q) to provide assist or take part in the management control maintenance or upkeep of any cemetery crematorium or burial ground and/or of any grave or memorial and to purchase lease or otherwise acquire and to conduct lay out fence manage control and maintain any cemetery area of ground for purposes of cremation or burial and to use or permit the same to be used for the cremation or burial therein of the remains of any person of the Jewish Faith;
- (r) in furtherance of the objects of the Association to enter into any agreement or arrangement with any person company association society club trust authority administration or body whether incorporated or unincorporated having objects altogether or in part similar to those of this Association and to co-operate with any such person company association society club administration trust authority or body in any way which the Association deems conducive to the attainment of these objects or any of them;
- (s) *** to provide maintain manage and conduct a place or places for and to make such other provision as the Association may deem desirable or expedient for the performance of public worship by persons of the Jewish Religion who desire to conform to the basic laws purposes ideals and doctrines of the Progressive Jewish Religion;
- (t) to build erect construct lay down enlarge pull down alter re-erect repair and maintain any building works or houses necessary or convenient for the purposes and objects of the Association;

As amended by Special General Meeting 13 March 1995

- (u) to take such steps by personal or written appeals public meetings advertisements or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the shape of donations annual subscriptions bequests or otherwise;
- (v) to sell manage lease mortgage dispose or otherwise deal with all or any part of the real and personal property of the Association provided that in case the Association shall hold any property subject to any trusts it shall only deal with the same as allowed by law having regard to such trusts;
- (w) to borrow and raise money for the purposes of the Association in such manner as the Association may think fit;
- (x) to invest and deal with any moneys of the Association not immediately required for any of its objects upon such securities and in such manner as may from time to time be determined;
- (y) in furtherance of the objects of the Association to establish and support and to aid in the establishment and support of any other associations formed for all or any of the objects of this Association and also to set up and maintain any branch of this Association in any place in New South Wales or elsewhere;
- (z) in furtherance of the objects of the Association to amalgamate with any company institution society club or association or other body whether corporate or incorporate having objects altogether or in part similar to those of this Association and which shall prohibit distribution of its or their income and property among its or their members to an extent at least as great as is imposed on this Association under or by virtue of clause 4 thereof;
- (aa) to purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of this Association to any one or more of the companies institutions societies clubs associations and bodies with which this Association is authorised to amalgamate;
- (bb) in furtherance of the objects of the Association to transfer all or any part of the property assets liabilities and engagements of this Association to any one or more of the companies institutions societies clubs associations or bodies with which this Association is authorised to amalgamate;
- (cc) in furtherance of the objects of the Association to assist in or take part in any manner in any Jewish charitable or philanthropic cause or purpose whatsoever and to subscribe to any public national local or other charities and to grant donations for any public purpose;

- (dd) to borrow raise money or secure payment of money owing for the satisfaction or performance of any obligation or liability incurred or undertaken by the Association in such manner as the Association may from time to time think fit and in particular but without restricting the generality of the foregoing by overdrawn account at a Bank or by mortgage or charge upon the undertaking or the real and/or personal property of the Association or any part thereof or by two or more of these ways together or upon bills of exchange promissory notes bonds mortgages deposit receipts or notes or any other security or obligations or to borrow money without giving any security therefor and upon such terms as to priority or otherwise as the Association shall think fit in connection with any money borrowed or raised and to purchase redeem and pay off any such security loans;
- (ee) to draw make accept endorse discount execute and issue cheques promissory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable instruments;
- (ff) to accept payment for any property or rights sold or otherwise disposed of or dealt with by the Association either in cash by instalments or otherwise or in shares of any company or corporation with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise or by means of a mortgage or by debentures or mortgage debentures or debenture stock of any company or corporation or partly in one mode and partly in another and generally on such terms as the Association may determine and to execute transfers mortgages securities and other instruments pursuant to this clause:
- (gg) to insure any employees servants or officers of the Association against risk or accident in the course of their employment by the Association and to effect insurance for the purpose of indemnifying the Association in respect of claims by reason of any such risk or accident and to insure against loss or damage caused by the Association or any of its employees servants or officers or by reason of public risk;
- (hh) to purchase take on lease from or enter into any agreement for lease or exchange or hire with or otherwise acquire from any person company or association any real or personal property of any description or any interest therein including land buildings easements and any other rights and to execute transfers mortgages securities and other instruments pursuant to this clause for the purpose of carrying out all or any of the objects of the Association or of a kind necessary or convenient for any purpose of such objects;

- (ii) in furtherance of the objects of the Association and subject to all relevant laws to publish any newspaper magazine or other periodical and to arrange radio broadcasting sessions television sessions and to arrange for all other means of mass communication;
 - (jj) to do all such other lawful things as are incidental or conducive to the attainment of the above objects;
 - (kk) ^{†††} to promote the unity of the Jewish People and the centrality of Israel in Jewish life and to promote the ingathering of the Jewish People in its historic homeland, Eretz Israel, through Aliyah from all countries;
 - (ll) ^{†††} to strengthen the State of Israel and to preserve the identity of the Jewish people through the fostering of Jewish and Hebrew education and Jewish spiritual and cultural value;
 - (mm) ^{§§§} to protect Jewish rights everywhere.
4. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by howsoever by way of profit to the members of the Association. Provided however that nothing herein shall prevent the payment in good faith of remuneration wages or salary to any officers ministers employees or servants of the Association or to any member of the Association or other person in return for any services actually rendered to the Association nor prevent the payment of interest at a rate not exceeding the rate for the time being charged by bankers in Sydney for overdrawn accounts on money lent or reasonable and proper rent for premises demised or let by any member to the Association but so that no member of the board of Management or governing body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees and that no remuneration or other benefit in money or moneys worth shall be given by the Association to any member of such board or governing body except repayment of out of pocket expenses properly incurred and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association. Provided that the provision last aforesaid shall not apply to any payment to any railway gas electric light water cable or telephone company of which a member of the Board of Management or governing body may be a member or any other company in which such member shall not hold more than one-- hundredth part of the capital and such member shall not be bound to

^{†††} As amended by Extraordinary General Meeting 30 August 1987

^{†††} As amended by Extraordinary General Meeting 30 August 1987

^{§§§} As amended by Extraordinary General Meeting 30 August 1987

account for any share of profits he may receive in respect of such payment.

5. The fourth and tenth paragraphs of this Memorandum contain conditions on which a licence is granted to the Association by His Excellency the Governor with the advice of the Executive Council.
6. The liability of the members is limited.
7. Every member of the Association undertakes to contribute to the assets of the Association in the event of same being wound up during the time that he is a member or within one year afterwards for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a member and of the costs charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding Ten pounds (£10.00).
8. If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities whatsoever any property whatsoever the same shall not be paid to or distributed among the members of the Association but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on this Association under or by virtue of clause 4 hereof such institution or institutions to be determined by the members of the Association by majority in general meeting at or before the time of dissolution and in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.
9. True account shall be kept of the sums of money received and expended by the Association and the matter in respect of which such receipt and expenditure takes place and of the property credits and liabilities of the Association and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.
10. No addition alteration or amendment shall be made to or in the regulations contained in the Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Governor with the advice of the Executive Council.

.....

WE, the several persons whose names and addresses are subscribed are desirous of being formed into an Association in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions

GERAL GUNTER LIPPMAN

1 Jamieson Street, Sydney, Insurance Broker

LEO WEISER PORT

Jamieson and Long Streets, Sydney, Consulting Engineer

FELIX LEESER

646 Pacific Highway, Killara, Radiologist

NORMAN BENJAMIN BERSTEN

27 Hallam Avenue, Lane Cove, Public Accountant

MAX JOSEPH

29 Rosalind Street, North Sydney, Company Director

HENRY BUCKWALTER

44 Woodlands Road, East Lindfield, Company Director

LOU ROSE

81 Walker Street, North Sydney, Art Director

DATED at Sydney this 23rd day of June, 1960

Witness to the Signatures
of all Subscribers

G. WRONKER
Solicitor
SYDNEY