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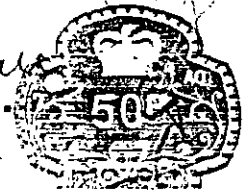
*Bates Wells & Braithwaite*

DECLARATION OF CHARITABLE TRUST

BATES, WELLS & BRAITHWAITE

DATED

Twenty-first November 25/11/94, 1994



### BACKGROUND

- (A) The Trustees have received the sum of ten pounds to be held by them irrevocably upon the following trusts and conditions.
- (B) It is apprehended that further sums or assets may be paid or transferred to the Trustees to be held upon like trusts and conditions.
- (C) The Charity is to be known as COMMUNITY SECURITY TRUST unless and until the Trustees otherwise decide.

### THE TRUSTS

#### OBJECTS

- 1.1 The objects of the Charity shall be:
  - 1.1.1 To promote good race relations between the Jewish community and other members of society by working towards the elimination of racism in the form of anti-Semitism.
  - 1.1.2 To promote the efficiency of the police within the community at large and the promotion of good citizenship and greater public participation in the prevention of crime with particular reference to the maintenance of public order and racially motivated especially anti-Semitic crime.
  - 1.1.3 To relieve the victims of racial or religious harassment and especially anti-Semitic harassment who are in need or who have suffered hardship or distress.
  - 1.1.4 To promote research into racism and anti-Semitism and to publish the useful results of such research and otherwise to promote public education about racism and anti-Semitism.
  - 1.1.5 To promote and support such other charitable purposes or institutions as the Trustees may from time to time think fit.
- 1.2 The Trustees shall hold the said sums and any

further sums or assets transferred to them and the investments and property from time to time representing the same (called "the Trust Fund") and the income thereof UPON TRUST for the said objects.

#### GENERAL POWERS

2. In furtherance of the foregoing objects but not further or otherwise the Trustees shall have the following powers:
  - (a) to provide or assist in the provision of volunteers, money, materials or other help of whatsoever kind in and towards the charitable purposes aforesaid;
  - (b) to provide or assist in the provision of training for volunteers concerned with the preservation of law and order, particularly in relation to Jewish communal organisations, events, property and leaders.
  - (c) to provide or assist in the provision of money, materials or other help of whatsoever kind concerned with the preservation of law and order, particularly in relation to Jewish communal organisations, events, property and leaders.
  - (d) to assist the police or other statutory authorities concerned with the preservation of law and order, the preservation of life and the protection of property.
  - (e) to co-operate with and support other organisations which are concerned with promoting good relations between people of different racial groups by providing them with information, advice and other assistance;
  - (f) to co-operate and collaborate with any statutory authorities and voluntary bodies for the purposes aforesaid;
  - (g) to collect and make available information on all matters affecting or relating to the said objects and exchange such information with other bodies having similar objects, whether in the United Kingdom or elsewhere;
  - (h) to publicise and promote support for the work of the Charity;
  - (i) to undertake and execute or to create any charitable trust and to support or subscribe to any charitable fund or institution;
  - (j) to do all such other lawful things as shall further the attainment of the said objects.

## FUNDRAISING AND RECEIPTS

- 1.1 The Trustees at any time may raise funds and invite and receive any contributions (solicited or otherwise) or payments in money or other assets of any kind from any person or persons whomsoever either by way of donation, legacy, loan, covenant, annual or other subscription, charge, fee or otherwise for the support or benefit of the charity hereby constituted and may organise or procure the organisation of fundraising schemes and events to that end PROVIDED THAT (subject to Clause 3.2 below) the Trustees shall not undertake any substantial permanent trading activities in raising funds for the said objects.
- 3.2 The Trustees may trade insofar as either the trade is exercised in the course of the actual carrying out of any object of the Charity or the trade is incidental to the purpose of the Charity.

## APPLICATION OF TRUST FUNDS

4. Subject to the provisions of Clause 5 hereof the Trustees shall grant and apply any part or parts of the Trust Fund and/or the income thereof in or towards such of the said charitable purposes in such shares and proportions and subject to such terms and limitations (if any) as the Trustees shall from time to time determine.
5. The Trustees shall have power during the period of 21 years from the date hereof or during such longer period as may for the time being be allowed by law to accumulate the whole or any part or parts of the income of the Trust Fund by investing the same and the resulting income in any investments authorised by Clause 6 and adding such accumulations to the Trust Fund.

## POWERS IN RELATION TO PROPERTY, OF INVESTMENT ETC

- 6.1 Trust monies may be invested or laid out anywhere in the world in the purchase of or at interest upon the security of such stocks, funds, shares, securities or other investments or property of whatsoever nature and wheresoever situate and whether involving liability or not and whether producing income or not (whether for investment purposes or in the course of carrying out the purposes of the Charity) as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full unrestricted powers of varying and transferring investments and laying out monies in all respect as if they were absolutely entitled thereto beneficially.

6.2 Without prejudice to the generality of the foregoing the Trustees may allow any property forming part of the Trust Fund from time to time and any freehold or leasehold building or buildings for the time being thereon or any part thereof respectively to be used for the furtherance of any of the purposes of the Charity as the Trustees shall determine either gratuitously or upon such financial terms as to the whole or part of the costs, charges, expenses or outgoings of or necessary for the user or maintenance of any such property or buildings or any part thereof as the Trustees shall think fit.

6.3 Without prejudice to the generality of the foregoing and with such consent as may by law be required the Trustees may at any time in their absolute discretion:

- (i) purchase, take on tenancy or lease or under licence any property and alter or newly construct any buildings on any such property or the property of another (subject to obtaining an agreement for the repayment of any funds spent should the property cease to be used for charitable purposes) for use by or for the Charity and let, licence, share, or part with possession of any property forming part of the Trust Fund from time to time or any buildings for the time being thereon or any part thereof respectively for such term of years or shorter term at such rent, premium or other consideration and subject to such conditions, stipulations or provisions as the Trustees shall determine, and whether in any case for occupation for charitable purposes or for investment purposes;
- (ii) mortgage or charge such property or any buildings for the time being thereon or any part thereof respectively to secure the repayment of any sum or sums of money which the Trustees may (as they are hereby authorised to do) borrow or guarantee repayment of and with or subject to such power of sale and other provisions as the Trustees shall think fit; and
- (iii) sell such property or any part thereof or interest therein either by public auction, tender, private contract or however and subject to such stipulations, conditions or provisions of any kind.

#### PROPERTY EXPENSES

7. The Trustees may (without prejudice to the generality of their other powers hereunder) apply monies which form part of the Trust Fund:-

in payment of any reasonable and proper costs, charges or expenses (including the expenses of upkeep, of insurance against fire and repairs and other risks) or other outgoings of or necessary for the use or maintenance of any property forming part of the Trust Fund from time to time or any buildings for the time being thereon or any part thereof or interest therein respectively;

- (b) in payment of the expenses of or incidental to the exercise of any power conferred on the Trustees by this Deed;
- (c) in executing improvements or renovation of any kind to any such property or buildings as aforesaid or any part thereof respectively in order either that the same may be better adapted to serve the said purposes or for the purposes of sale thereof;
- (d) in paying off any mortgage, charge or incumbrance of any kind for the time being affecting any such property or any kind thereof or interest therein.

#### TRUSTEES

- 8.1 The Trustees shall comprise not less than three persons. Additional Trustees may be appointed at any time in accordance with the provisions hereinafter contained.
- 8.2 Subject to the provisions of clause 9.5 below the first Trustees shall each hold office for two years. A retiring Trustee may be re-appointed.

#### APPOINTMENT AND REMOVAL OF TRUSTEES

- 9.1 Every future Trustee shall be appointed for a term of three years by a resolution of the Trustees passed at a meeting of which not less than 21 days' notice has been given. A written copy of such resolution containing the date upon which the appointment is to take effect shall be placed with this Deed.
- 9.2 No person shall be appointed as a Trustee -
  - (a) unless he or she has attained the age of 18 years; or

- (b) in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from office under the provisions of the following clauses: Provided that a person shall not be disqualified from appointment solely as a result of conviction for an offence involving dishonesty or deception if, at the time of the appointment, that conviction is a spent conviction for the purposes of the Rehabilitation of Offenders Act 1974 and provided further that a person who would otherwise be disqualified for acting as a charity trustee may nevertheless apply to the Charity Commissioners to waive the disqualification in order to become eligible for the appointment.

9.3 If a vacancy occurs the Trustees shall note the fact in their minute book at their next meeting. Any Trustee may be re-appointed. So long as there shall be fewer than three Trustees none of the powers or discretions hereby or by law vested in the Trustees shall be exercisable except for the purpose of appointing a new Trustee or Trustees.

9.4 If for any reason Trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional Trustees shall be exercisable.

9.5 Subject to the provisions of the following sub-clause a Trustee shall cease to hold office if he or she -

- (a) is convicted of any offence involving dishonesty or deception;
- (b) is removed from the office of charity trustee of any charity, or trustee for any charity, by the Commissioners, the High Court or the Court of Session on the grounds of misconduct or mismanagement;
- (c) is subject to a disqualification order under the Company Directors Disqualification Act 1986 or to an order under section 429(2)(b) of the Insolvency Act 1986;
- (d) has been adjudged bankrupt, or had sequestration of his or her estate awarded, and has not been discharged in respect of it;
- (e) has made a composition or arrangement with, or granted a trust deed for, his or her creditors and has not been discharged in respect of it;

- (f) is incapacitated from acting;
- (g) is absent without the permission of the Trustees from all their meetings held within a period of twelve months and the Trustees resolve that his or her office be vacated; or
- (h) notifies to the Trustees in writing a wish to resign with effect from the date therein stated (but only if at least three Trustees will remain in office when such resignation is to take effect).

9.6 A Trustee shall not cease to hold office on any of the grounds specified in paragraphs (a), (b), (c), (d) or (e) above if the Commissioners have waived his or her disqualification as a charity trustee or trustee for a charity on the ground concerned, whether generally or in relation to the Charity or to a particular class of charities of which the Charity is one.

#### PROCEEDINGS OF TRUSTEES

- 10.1 The Trustees shall (subject to the other provisions of this Deed) have the right to regulate their affairs including the holding of and conduct at meetings as they shall from time to time resolve upon.
- 10.2 Each Trustee shall have one vote. All decisions of the Trustees to be taken hereunder shall be effected by the majority of the Trustees for the time being concurring therein.
- 10.3 A resolution of the Trustees signed by all the Trustees shall be lawful and effectual even if no meeting has been held to consider and resolve upon the same unless the resolution is inconsistent with a previous decision of the Trustees to curtail regulate or restrict this method of proceeding.

#### POWERS OF MANAGEMENT

- 11.1 The Trustees shall not be bound in any case to act personally but shall be at full liberty to employ any officer or consultant, agent or servant to transact all or any business of whatever nature required to be done in pursuance of the trusts hereinbefore declared and contained including the day to day management thereof and the receipt and payment of money and shall not be responsible for the default of any such officer or consultant, agent or servant or any loss occasioned by his employment provided reasonable supervision shall have been exercised.

- 11.2 The Trustees shall be entitled to appoint and engage such officers, consultants, agents or servants at such salaries and pensions and on such other terms as the Trustees may from time to time think fit (provided that any such officer, consultant, agent or servant being a Trustee shall not be remunerated) and shall be allowed and paid all charges and expenses so incurred.

#### POWER TO DELEGATE

- 12.1 The Trustees may delegate any of the powers authorities and discretions herein conferred on them except those conferred by this Clause and Clauses 4, 16 and 17 of this Deed to any Committee or Committees (by whatever name called) comprising such of the Trustees' number and such other persons as the Trustees may select PROVIDED first that the Trustees may at any time revoke either wholly or partly the authority so conferred on any such Committee, secondly that any such Committee shall be required to keep the Trustees fully and properly informed of their deliberations and decisions and thirdly that any such Committee shall conform to any regulations imposed on it by the Trustees and fourthly that any such Committee shall only be free to spend or otherwise commit the funds of the Charity within the constraints imposed by the Trustees from time to time or with their specific consent.
- 12.2 The Trustees shall in respect of any Committee appointed under Clause 12.1 above appoint a Secretary thereof (who may be one of their number) who shall with respect to the meetings of such Committee summon meetings, keep minutes of all the proceedings at such meetings and otherwise discharge such duties as the Trustees may determine.

#### CORPORATIONS AND AMALGAMATIONS

- 13.1 The Trustees for the furtherance of the charitable objects hereof are empowered to promote any charitable corporation if it shall seem to the Trustees expedient so to do in furtherance of the purposes of the Charity and to pay out of the Trust Fund all expenses in connection with the formation and management thereof.
- 13.2 The Trustees shall be entitled to absorb or amalgamate with any charitable body having charitable objects similar to the objects of the Charity.

#### COUNTS

14. Proper accounts showing all receipts received and disbursements made on account of the Charity shall be kept by the Trustees and shall be duly audited or independently examined as may be required by law with all necessary vouchers at least once in every year by such auditors or independent examiners as the Trustees shall from time to time appoint and shall be available for inspection as the Trustees shall from time to time decide.

#### TRUST PROPERTY

15. The Trustees may open and operate banking accounts in the name of the Charity (provided that cheques drawn on such accounts shall not be signed by less than two Trustees) buy hold or sell investments in the name of such two or more of them or any trust or nominee company which may be established for the purpose and as they may by resolution decide and a certified copy of such resolution signed by any two of the Trustees for the time being shall be good and sufficient evidence to any Bank or other person firm or company transacting with the Trustees of the authority of the persons named in such certified copy.

#### AMENDMENT

16. The Trustees may by deed or deeds alter or add to any of the provisions hereof PROVIDED ALWAYS that no alteration or addition shall be made to Clauses 1.1, 17 or this clause without the prior written consent of the Charity Commission and PROVIDED FURTHER that no such alteration or addition shall be valid if it shall cause the Charity to cease to be a charity at law.

#### WINDING UP THE TRUST

17. The Trustees shall have power by deed to revoke the trusts herein declared and thereupon (or so soon thereafter as shall be practicable) and after discharge of or provision for all the debts and liabilities of the Charity the Trustees shall transfer the residue of the Trust Fund to such other charitable organisations having objects similar to the Charity or in default for such other charitable purposes as shall be chosen by the Trustees.

#### PROFESSIONAL CHARGES

18. Any Trustee hereof being a solicitor, accountant or other person engaged in a profession shall be entitled to be paid out of the Trust Fund all usual professional charges for professional work done by him or her or his or her firm when instructed by his or her co-Trustees to act in that capacity on

behalf of the Charity in the performance of its objects provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting of the Trustees at which his or her own instruction or remuneration or that of his or her firm is under discussion.

#### NATURE OF TRUSTEES' DISCRETIONS

- 19.1 The administration of the Charity and the control, regulation, management and application of the Trust Fund shall so far as the law allows be in the entire and unfettered discretion of the Trustees and the Trustees may at any time and from time to time make, vary and rescind byelaws and rules for such administration, control, regulation, management and application as aforesaid;
- 19.2 In so far as the law allows every discretion or power hereby conferred on the Trustees shall be an absolute and uncontrolled discretion or power and save where unanimity is required by the provisions of this Deed any Trustee who shall dissent from any exercise of any discretions and authorities shall nevertheless concur in executing or signing any document or doing any act necessary for giving effect to the exercise of any such powers discretions or authorities by the majority of the Trustees without being responsible for loss.

#### TRUSTEES' INDEMNITY

- 20.1 Without prejudice to any statutory or other right to indemnification which they may have the Trustees hereof shall jointly and severally be indemnified out of the Trust Fund at all times in respect of each and every claim made against them or any of them whether in their capacity as Trustee or Trustees or personally in respect of any liability arising or alleged to arise from any matter act or default arising from or in respect of the Charity its affairs administration or activities or any aspect of any of the same PROVIDED ALWAYS that the right of a Trustee to an indemnity under this Clause shall not extend to any claim arising from wilful fraud or wrongdoing or wrongful omission on his part.
- 20.2 The Trustees shall be entitled to claim

reimbursement from trust funds of their reasonable and proper out of pocket expenses directly incurred in the carrying out of their functions as Trustees.

- 20.3 In the execution of the trusts hereof no Trustee shall be liable for any loss to the property of the Charity arising by reason of any improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or her or by any other Trustee hereof in good faith (provided reasonable supervision shall have been exercised), although the employment of such agent was strictly not necessary, or by reason of any mistake or omission made in good faith by any Trustee hereof or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.
- 20.4 The Trustees shall if they think fit pay for any premium in respect of any indemnity policy to cover them (or any of them) personally in respect of the liability which would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity PROVIDED THAT any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of the Trustees (or any of them).
- 20.5 The reasonable professional costs and expenses of setting up this charity may be paid or reimbursed out of trust funds.

IN WITNESS whereof the Trustees have signed and delivered this Deed the day and year first before written.

DATED

Twenty-first November 1994

COMMUNITY SECURITY TRUST

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DECLARATION OF TRUST

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Bates, Wells & Braithwaite,  
61 Charterhouse Street,  
London EC1M 6HA