

G

**Statutory Declaration of compliance  
with requirements on application  
for registration of a company**

Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies

For official use

For official use

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

[ ] [ ] [ ] [ ]

2784298

Name of company

\* KING SOLOMON HIGH SCHOOL, REDBRIDGE

\* insert full  
name of Company

I, MARTIN DAVID PAISNER,

of PAISNER & CO, BOUVERIE HOUSE, 154 FLEET STREET, LONDON EC4A 2DQ

† delete as  
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†

45 ~~[person named as director or secretary of the company in the statement delivered to the registrar under section 10(2)]†~~ and that all the requirements of the above Act in respect of the registration of the above

company and of matters precedent and incidental to it have been complied with,

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at Fifth Floor, Bouverie House  
154 Fleet Street  
London EC4A

Declarant to sign below

the 14<sup>th</sup> day of January

One thousand nine hundred and ninety three

before me G. S. Ling  
(GRANAN Ling)

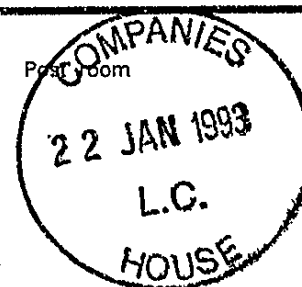
A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

Presentor's name address and  
reference (if any):

M.D. PAISNER ESQ.,  
PAISNER & CO,  
BOUVERIE HOUSE,  
154 FLEET STREET,  
LONDON EC4A 2DQ

For official Use  
New Companies Section

Post room



# G

## Declaration on application for the registration of a company exempt from the requirement to use the word "limited" or its Welsh equivalent

# 30(5)(a)

Please do not write in this margin

Pursuant to section 30(5)(a) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

For official use

Company number


2784298

Name of company

\* KING SOLOMON HIGH SCHOOL, REDBRIDGE

### Note

This declaration should accompany the application for the registration of the company

\*Insert full name of company

I, PAUL WHITEHEAD

of PAISNER & CO., BOUVERIE HOUSE, LONDON EC4A 2DQ

a [~~Solicitor engaged in the formation of the above-named company~~] ~~[person named as director or secretary of the above company in the statement delivered under section 10 of the above Act]~~† do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the above Act.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declared at FOURTH FLOOR BOUVERIE

HOUSE 154 FLEET STREET

LONDON EC4A 2HX

the 21st day of January

One thousand nine hundred and 93

before me MR WARNER MR WARNER

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or~~ Solicitor having the powers conferred on a Commissioner for Oaths

Declarant to sign below

*Paul Whitehead*

Presenter's name, address and reference (if any):

PAISNER & CO (REF-MDP)

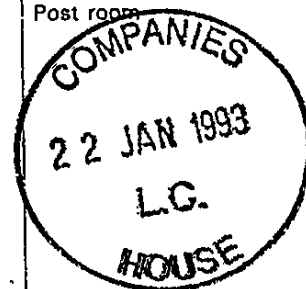
BOUVERIE HOUSE

154 FLEET STREET

LONDON EC4A 2DQ

For official use  
New Companies Section

Post room



oyez

The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoth Street, London SE1 5TS

Companies G30(5)(a)

1985 Edition  
12 85 F6450

5017979

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# 10

## Statement of first directors and secretary and intended situation of registered office

This form should be completed in black.

Company name (in full)

**CN**

2784298

For official use

**K**

KING SOLOMON HIGH SCHOOL, REDBRIDGE

Registered office of the company on  
incorporation.

**RO**

12 YORK GATE,

REGENTS PARK,

Post town LONDON

County/Region

Postcode NW1 4QS

If the memorandum is delivered by an  
agent for the subscribers of the  
memorandum mark 'X' in the box  
opposite and give the agent's name  
and address.



Name PAISNER & CO,

**RA**

BOUVERIE HOUSE, 154 FLEET STREET,

LONDON

Post town

County/Region

Postcode EC4A 2DQ

Number of continuation sheets attached

1

To whom should Companies House  
direct any enquiries about the  
information shown in this form?

M.D. PAISNER ESQ.,

PAISNER & CO, BOUVERIE HOUSE,

154 FLEET STREET, LONDON

Postcode EC4A 2DQ

Telephone 071 353 0299

Extension

Name \*Style/Title

Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

### Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Consent signature

CS MR.

DAVID

LERNER

B.A. H.A. H.A. PGCE.

AD

Post town

County/Region

Postcode HAK

Country

I consent to act as secretary of the company named on page 1

Signed

Date 14.1.93.

### Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name \*Style/Title

Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

### Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Date of birth

Business occupation

Other directorships

\* Voluntary details

Consent signature

CD MR

GERALD

JOSPE

AD 114 LIDGWORTH BRIDGE LANE

Post town LIDGWORTH

County/Region MIDDLESEX

Postcode HA8 5NB

Country

DO 17 03 38

Nationality NA BRITISH

OC JENSON'S MANAGER

OD US ADVERTISING LTD THE NATIONAL INDUSTRIAL ASSOCIATION  
EDUCATION CREDIT  
RESEARCH & ANALYSIS  
PROMOTION LTD  
TRUSTEES

I consent to act as director of the company named on page 1

Signed

Date 14.1.93

Name

\*Style/Title

Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Date of birth

Business occupation

Other directorships

\* Voluntary details

Consent signature

<b>CD</b>	MR.
	MICHAEL HOWARD
	GOLDSTEIN
<b>AD</b>	23 Dickens Rise
	Chigwell
	Post town
	County/Region Essex
	Postcode IG7 6NY
	Country
<b>DO</b>	07 07 63
	Nationality
<b>NA</b>	BRITISH
<b>OC</b>	Chartered Accountant
<b>OD</b>	
I consent to act as director of the company named on page 1	
Signed	<i>[Signature]</i> Date 14/1/93

Delete if the form  
is signed by the  
subscribers.

N/A	
Signature of agent on behalf of all subscribers	Date

Delete if the form  
is signed by an  
agent on behalf of  
all the subscribers.

Signed	<i>[Signature]</i>	Date	14-1-93
Signed	<i>[Signature]</i>	Date	14/1/93
Signed	<i>[Signature]</i>	Date	14/1/93
Signed		Date	
Signed		Date	
Signed		Date	

All the subscribers  
must sign either  
personally or by a  
person or persons  
authorised to sign  
for them.

**Company Secretary** (See notes 1 - 5)

Name

\*Style/Title

Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

**CS****AD**

Post town

County/Region

Postcode

Country

I consent to act as secretary of the company named on page 1

**Consent signature**

Signed

Date

**Directors** (See notes 1 - 5)

Please list directors in alphabetical order.

Name

\*Style/Title

Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

**CD**

MR.

MORTON

CREEGER

**AD**

17 HILL CRESCENT

Post town

LONDON

County/Region

Postcode

N20 8HG

Country

Date of birth

**DO** 2 2 0 9 4 1

Nationality

**NA**

BRITISH

Business occupation

**OC**

CHARITY EXECUTIVE

Other directorships

**OD**

INMANUEL COWEGE, CAMDEN + ISLINGTON

NHS COMMUNITY HEALTH TRUST

I consent to act as director of the company named on page 1

\* Voluntary details

**Consent signature**

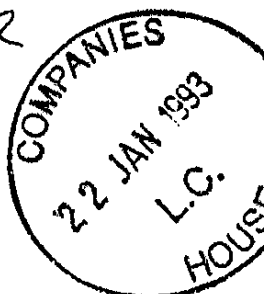
Signed

Date

14/1/93.



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220193  
CCR



THE COMPANIES ACTS 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

M E M O R A N D U M   O F   A S S O C I A T I O N

- of -

KING SOLOMON HIGH SCHOOL, REDBRIDGE

1. The name of the Company (hereinafter called "the Trust") is KING SOLOMON HIGH SCHOOL, REDBRIDGE
2. The registered office of the Trust will be situate in England.
3. In this Memorandum of Association the following expressions shall where the context so admits have the following meanings:-
  - (1) "the Chief Rabbi" means the Chief Rabbi for the time being of the United Hebrew Congregations of Great Britain and the British Commonwealth or other the person for the time being recognised as the Chief Rabbi by the United Synagogue;
  - (2) "the United Synagogue" means The United Synagogue of Great Britain and Northern Ireland;
  - (3) "the Board" means the Board of Governors of the Trust which shall, for the purposes of the Companies Act 1985, be deemed to be the Board of Directors of the Trust and the term "Governor" shall be interpreted as meaning a member of the Board; and
  - (4) "the School" means King Solomon High School, Redbridge, Forest Road, Ilford, Essex or if the School shall cease to exist any other charitable educational institution set up or receiving support from the United Synagogue.
4. The object for which the Trust is established is to further the education (including religious, social and physical training) of children attending the School under the religious direction of the Chief Rabbi and in accordance with the aims of the School as determined from

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SME/AY

time to time by the Board, and in particular (without prejudice nevertheless to the generality of the foregoing) by promoting:-

(1) High standards of academic excellence in both Jewish and secular subjects; and

(2) Jewish beliefs, values and traditions wherever possible via the employment of Jewish teachers, and with all teaching staff subscribing to and conforming with the aims of the School.

AND in furtherance of the above object but not further or otherwise the Trust shall have power to do all or any of the following:

(a) The acquisition of property for the School and the conversion, erection, improvement and maintenance of any building including (if necessary) the demolition and reconstruction of any existing buildings.

(b) The payment of the salaries of teachers and staff at the School and (where relevant) the reimbursement of any expenses properly incurred by them.

(c) The award of scholarships and maintenance allowances to pupils attending the School.

(d) The award to such pupils or former pupils of grants or maintenance allowances to enable them to travel (whether in the United Kingdom or abroad) in furtherance of their education.

(e) The provision of financial assistance, outfits, clothing, instruments or books to any pupils or former pupils of the School who are in need of financial assistance.

(f) The provision of financial resources for otherwise furthering the education of pupils and former pupils.

(g) The acquisition, laying out and maintenance of playing fields and other sports facilities for the School.

(h) The payment of all outgoings and expenses arising in relation to the operation of the School.

(i) The provision of accommodation, board, lodging and attendance for pupils attending and persons employed at the School.

(j) Use or permit to be used School property for, or for the benefit of any charitable purpose beneficial to the



community, including (but without prejudice to the generality of the foregoing) to hold meetings, lectures, exhibitions and sales.

5. In furtherance of such object but not further or otherwise the Trust shall also have the following administrative powers:-

(1) Make grants or loans whether out of income or capital and upon such terms and conditions (if any) as to interest repayment security or otherwise as may be thought fit to any local authority administrative or governmental agency public body or other institution or association for or towards charitable purposes in any way connected with the purposes of the Trust and calculated to further its object.

(2) Purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Trust may think necessary for the promotion of its object and to construct, maintain, manage and alter any buildings or erections necessary or convenient for the work of the Trust and to fit out such property and buildings with all necessary furniture and other equipment.

(3) Subject to such consents as may be required by law sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust as may be thought necessary with a view to the promotion of its object.

(4) Subject to such consents as may be required by law borrow or raise money for the purposes of the Trust on such terms and on such security (if any) as may be thought fit.

(5) Raise funds by subscription, donation, grants, loans or otherwise for the purposes of the Trust, invite and accept gifts of all kinds and whether inter vivos or by will and whether or not subject to conditions and carry out any condition imposed on any gift which may be accepted provided that the Trust shall not undertake or carry on any trading of a permanent nature in raising funds for the object of the Trust.

(6) Enter into and carry out contracts.

(7) Engage and remunerate agents, employ and remunerate such staff as may from time to time be necessary, grant pensions and retirement benefits to or for employees or former employees of the Trust and to the widows children and other dependants of deceased employees who are in necessitous circumstances and pay or subscribe to funds or

schemes for the provision of pensions and retirement benefits for employees and former employees of the Trust their widows children and other dependants.

(8) Insure and arrange insurance cover for and indemnify its officers employees and voluntary workers and those of its members from and against all such risks as may be incurred in the course of the performance of their duties as may be thought fit.

(9) Make planning applications, applications for consent under bye-laws or building regulations and other like applications.

(10) Subscribe to, become a member of, or support in any lawful way any charitable corporation, society or other body of persons whether English or otherwise, having objects of a similar nature to that of the Trust and to merge, affiliate or otherwise associate with the Trust any such corporation, society or other body.

(11) Constitute special charitable trusts for any particular purposes of the Trust, to act as trustee of any such special charitable trust whether constituted by the Trust or otherwise and generally undertake and execute any charitable trusts which may lawfully be undertaken by the Trust and may be conducive to its object.

(12) Form or promote any other company which the Trust may consider could more conveniently than the Trust carry out any transaction or transactions which would be of advantage to the Trust and employ any part of the financial resources of the Trust in subscribing for all or any of the capital of such company whether original or on a subsequent increase thereof.

(13) Co-operate with any local or public authority or other body concerned to achieve the object of the Trust or any of them.

(14) Invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities or property of whatsoever nature and wheresoever situate and whether involving liabilities or producing income or not as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(15) Establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes

in any way connected with the purposes of the Trust or calculated to further its object.

(16) Do all such other things as are necessary for the attainment of the above object.

PROVIDED THAT:-

(a) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(b) The Trust's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(c) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Trust shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Board shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as the Board have been if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division, or the Charity Commissioners over the Board but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated.

(d) It is hereby expressly declared that the objects specified in each sub-clause of Clause 4 of this Memorandum of Association shall be regarded as independent objects and accordingly shall be in no way limited or restricted by reference to or inference from the terms of the other sub-clause or the name of the Trust and neither sub-clause shall be deemed unruly subsidiary or auxiliary to the objects construed in the other sub-clause but may be carried out and construed in as wide a sense as if each of the said sub-clauses defined the objects of a separate and distinct company.

6. The income and property of the Trust whencesoever derived, shall be applied solely towards the promotion of the object of the Trust 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 howsoever by way of profit, to the

members of the Trust PROVIDED THAT nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Trust or to any member of the Trust, in return for any services actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding 2 per cent per annum less than the base lending rate prescribed by a High Street Bank chosen by the Board or 3 per cent whichever is greater on money lent or reasonable and proper rent for premises demised or let by any member to the Trust; but so that no member of the Board shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any member of the Board, except repayment of reasonable out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Trust; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Board may be a member, and in which such member shall not hold more than one hundredth part of capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

7. (1) All religious matters concerning the aims of the School and the object of the Trust as set out in Clause 4 and all other religious matters relating to the School shall be under the jurisdiction of the Chief Rabbi.

(2) Admission to the School shall be for pupils who are recognised as Jewish by the Chief Rabbi.

(3) The Subscribers to the Memorandum of Association and such other persons as the Board shall in its absolute discretion determine shall be members of the Trust.

(4) An application for membership may be approved or rejected by the Board and the Board shall have the right for good and sufficient reason to terminate the membership of any members PROVIDED THAT the member concerned shall have a right to be heard before a final decision shall be made.

8. The liability of the members is limited.

9. Every member of the Trust undertakes to contribute to the assets of the Trust, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Trust contracted before he ceases to be a member, and of the costs, charges and expenses of winding

up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

10. If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to the United Synagogue to be applied for purposes similar to the object of the Trust; and if and so far as effect cannot be given to such provision, then to some charitable object.

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

---

NAMES AND ADDRESSES OF SUBSCRIBERS

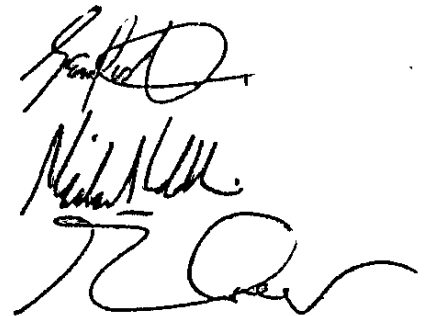
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SUBSCRIBERS

Gerald Jospe  
19 Marleybone Road, London NW1 5JL

Michael Howard Goldstein  
12 York Gate, Regents Park, London NW1

Morton Creeger  
19 Marylebone Road, London NW1 5JL



---

DATED the 14 day of January 1993

WITNESS to the above Signatures:-

*Edith*  
14 Marylebone Rd.  
NW1

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

A R T I C L E S   O F   A S S O C I A T I O N

- of -

KING SOLOMON HIGH SCHOOL, REDBRIDGE

GENERAL

1        In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

WORDS	MEANINGS
The Act	The Companies Act 1985.
These presents	These Articles of Association and the regulations of the Trust from time to time in force.
The Trust	The above-named Company.
The Office	The registered office of the Trust.
The Seal	The common seal of the Trust.
The Education Acts	The Education Acts 1944 to 1986 as defined in Section 67(2) of the Education (No. 2) Act 1986 or such other legislation relating to the School from time to time in force

The Board, the United Synagogue and the School have the same meanings as in the Memorandum of Association of the Trust.

And words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Trust shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

#### OBJECTS

2. The Trust is established for the purposes expressed in the Memorandum of Association.

#### MEMBERS

3. The subscribers to the Memorandum of Association and such other persons as the Board shall admit to the membership shall be members of the Trust.

4. Every application for membership shall be in writing signed by or on behalf of the applicant in such form as the Board may from time to time determine and such application may be approved or rejected by the Board.

5. The Board shall have the right for a reason which in their opinion is good and sufficient to terminate the membership of any member PROVIDED THAT the member concerned shall have the right to be heard in person before a final decision on termination is made.

6. A member may by notice in writing resign his membership provided that after such retirement the number of members is not less than three.

#### GENERAL MEETINGS

7. The Trust shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it,

provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Trust holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

8. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.

9. The Board may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 368 of the Act.

10. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Trust; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.

11. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings had, at any meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

12. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Board and of the Auditors, the election of members of the Board in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.



13. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided three members or one tenth of the total number of members (whichever is greater) personally present shall be a quorum.

14. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.

15. The Chairman (if any) or in his absence, the Deputy Chairman of the Board shall preside as Chairman at every General Meeting, but if there be no such Chairman or Deputy Chairman, or if at any meeting neither of them are present within fifteen minutes after the time appointed for holding the same, or both shall be unwilling to preside, the Members present shall choose some member of the Board, or if no such member be present, or if all the members of the Board present decline to take the chair, they shall choose some member of the Trust who shall be present to preside.

16. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

17. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three members present in person or by proxy, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the

minute book of the Trust shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

18. Subject to the provisions of Article 19, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

19. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

20. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

21. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

22. Subject to the provisions of the Act, a resolution in writing signed by all the persons entitled to receive notice of and to attend at general meetings (or being organisation by their duly authorised representatives) shall be as valid and effective as if it had been passed at a general meeting of the Trust duly convened and held by such resolution in writing may consist of two or more documents in like form each signed by one or more persons.

#### VOTES OF MEMBERS

23. Subject as hereinafter provided, every member shall have one vote.

24. Save as herein expressly provided, no member other than a member duly registered shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.

25. Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote. A proxy need not be a member.

26. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing.

27. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

28. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

29. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

"KING SOLOMON HIGH SCHOOL, REDBRIDGE"

"I,  
"of  
"a member of KING SOLOMON HIGH SCHOOL, REDBRIDGE ,  
"hereby appoint  
"of  
"and failing him,  
"of  
"to vote for me and on my behalf at the  
"[Annual or "Extraordinary, or Adjourned,  
"as the case may be] "General Meeting of  
"the Trust to be held on the            day  
"of            , and at every adjournment  
"thereof.

"As witness my hand this            day of  
"19    ".

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

BOARD OF GOVERNORS

30. The maximum and minimum number of Governors shall be determined by and in accordance with the Education Acts

and the status of the School from time to time and in the absence of such determination the maximum number shall be twenty and the minimum number shall be three.

31. The first Governors shall be:-

Mr. G. Jospe  
Mr. M. Goldstein  
Mr. M. Creeger

32. The United Synagogue shall be entitled by written notice to nominate up to twelve Governors and such nominees shall then be appointed subject to the approval of the Board; and by like notice (in its absolute discretion) to remove any of such Governors appointed as aforesaid.

33. The Local Education Authority shall be entitled to appoint up to three Governors and (in their absolute discretion) to remove any of such Governors.

34. The teachers for the time being employed at the School may elect by majority vote up to two Teacher Governors and, in like manner, may remove any such Governor, in accordance with the Education Acts.

35. The parents of the children for the time being attending the School may elect by majority vote up to two Parent Governors and in like manner may remove any such Governor, in accordance with the Education Acts.

36. The Board may appoint any of the Governors to hold the positions of President, Chairman, Deputy Chairman and Treasurer. The Board may appoint the Head Teacher who shall be, or on being appointed Head Teacher shall become, a Governor and shall be entitled to attend meetings of the Board, but shall not be entitled to vote at any such meeting.

37. Every Governor (other than those holding office ex officio) shall hold office for a period of three years unless removed or disqualified or otherwise cease to hold office in accordance with Articles 32 to 35 and 38 and shall be eligible for re-appointment for further terms without limitation of three years each.

#### DISQUALIFICATION AND REMOVAL OF GOVERNORS

38. The office of a Governor of the Board together with such other office in the Trust as that Governor may hold shall be vacated with immediate effect in any of the following events:-

- (1) if he or she resigns his or her office by notice in writing to the Trust;
- (2) if he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (3) if he or she becomes of unsound mind;
- (4) if he or she ceases to be a Governor by virtue of any provision of the Act or he or she becomes prohibited by law from being a Governor;
- (5) if he or she is directly or indirectly interested in any contract with the Trust and fails to declare the nature of his or her interest in the manner required by Section 317 of the Act; or
- (6) if he or she shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board and the Board resolves that his or her office be vacated.

#### POWERS AND DUTIES OF THE BOARD OF GOVERNORS

39. Subject to the provisions of the Act, the Education Acts, the Memorandum of Association, these presents and any directions given by ordinary resolution of the members of the Trust, the policies and activities of the Trust shall be directed and managed by the Board who may exercise all such powers of the Trust as are not, by the Act or by these presents, required to be exercised by the Trust in general meeting, or by any other persons or body by the Education Acts.

40. No direction given by the Trust in general meeting shall invalidate any prior act of the Board which would have been valid if that direction had not been given. ~

41. Subject to the Education Acts, the Board may delegate any of its powers to any committee consisting of such Governors and/or employees of the Trust and/or any other person as the Board may think fit and in the absence of such delegation the day to day management of the Trust shall be in the hands of the Chairman, the Deputy Chairman and the Honourary Treasurer. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may be required by the Board and shall report all acts and proceedings to the Board as soon as reasonably practicable.

42. Subject to the Education Acts, the Board may delegate (subject to such terms and conditions as the Board may lay down) all matters relating to the management and administration of the School to the Head Teacher and/or the Deputy Head Teacher (if any) of the School and/or such Governors and/or any other persons as the Board may specify.

43. Subject to Clause 44, all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by two Governors.

44. The Board may delegate to the Head Teacher and the Deputy Head Teacher the power jointly to sign cheques up to £200 per cheque or such other amount as shall be determined from time to time by the Board.

45. The Board shall have power to make Rules or Bye-laws for the proper conduct and management of the Trust in accordance with Article 61 below.

46. The Board may pay all expenses incurred in promoting and registering the Trust.

#### BORROWING POWERS

47. The Board may exercise all the powers of the Trust to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Trust or of any third party.

#### SECRETARY

48. The Secretary shall be appointed by the Board for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of Sections 283(1) to (3) and 284 of the Act shall apply and be observed. The Board may from time to time by resolution appoint an assistant or deputy Secretary and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

#### THE SEAL

49. The Seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the

Board, and in the presence of at least two members of the Board and of the Secretary, and the said members and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Trust such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

#### PROCEEDINGS OF THE BOARD

50. Subject to the provisions of the Act and these presents the Governors may regulate their proceedings as they think fit.

51. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined by the Trust in General Meeting, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

52. A member of the Board may, and on the request of a member of the Board the Secretary shall, at any time, summon a meeting of the Board by notice served upon the several members of the Board.

53. The Board shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Board at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Board shall choose one of their number to be Chairman of the meeting.

54. A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Trust for the time being vested in the Board generally.

55. All acts bona fide done by any meeting of the Board or of any committee of the Board, or by any person acting as a member of the Board, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Board.

56. The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Trust, and of the Board and of committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

57. A meeting of the Board may, subject to notice thereof having been given in accordance with these presents be deemed for all purposes to be held when a Governor or Governors are in communication by telephone with another Governor or Governors and all of the said Governors agree to treat the meeting as so held, provided that the number of the said Governors shall constitute a quorum of the Board hereunder, and a resolution made by a majority of the said Governors in pursuance of this Article shall be as valid as it would have been if made by them at an actual meeting duly convened and held.

58. A resolution in writing signed by all the members for the time being of the Board or of any committee of the Board who are entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.

#### INTERESTS OF GOVERNORS

59. A Governor who is in any way either directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Trust:-

(1) shall declare the nature of his or her interest at a meeting of the Board in accordance with Section 317 of the Act; and

(2) shall not be entitled to vote in respect of any contract or arrangement in which he or she is interested and if he or she shall do so his or her vote shall not be counted and he or she may not be taken into account in ascertaining whether a quorum is present.

60. For the purposes of Article 59:-

(1) a general notice given to the Board that a Governor is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the



Governor has an interest in any such transaction of the nature and extent so specified; and

(2) an interest of which a Governor has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or hers.

#### RULES OR BYE-LAWS

61. The Board may from time to time make Rules or Bye-laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Trust and in particular but without prejudice to the generality of the foregoing, it may by such Rules or Bye-laws regulate:-

(1) the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;

(2) the procedure at meetings of the Board in so far as such procedure is not regulated by these presents;

(3) the terms of appointment of any person so as to enable him to participate on an advisory basis in the affairs of the Trust; and

(4) all such other matters as are commonly the subject matter of Trust rules.

62. The Trust in general meeting shall have power to alter or repeal the Rules or Bye-laws and to make additions thereto and the Board shall adopt such means as they deem sufficient to bring to the notice of members of the Trust all such Rules or Bye-laws, which so long as they shall be in force shall be binding on all members of the Trust provided nevertheless that no Rule or Bye-law shall be inconsistent with or shall affect or repeal anything contained in the Trust's Memorandum of Association or these presents.

#### ACCOUNTS

63. The Board shall cause proper books of account to be kept in accordance with the provisions of the Act, in particular including with respect to:-

(1) all sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place;

- (2) all sales and purchases of goods by the Trust; and
- (3) the assets and liabilities of the Trust.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Trust and to explain its transactions

64. The books of account shall be kept at the office, or, subject to sub-sections (1) and (2) of Section 222 of the Act, at such other place or places as the Board shall think fit, and shall always be open to the inspection of the members of the Board.

65. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Trust or any of them shall be open to the inspection of members not being members of the Board, and no member (not being a member of the Board) shall have any right of inspecting any account or book or document of the Trust except as conferred by statute or authorised by the Board or by the Trust in General Meeting.

66. At the Annual General Meeting in every year the Board shall lay before the Trust a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Trust) made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of Section 240(4) of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by Sections 236, 237, 241, 262 and 387 (1) of the Act

#### AUDIT

67. Once at least in every year the accounts of the Trust shall be examined and the correctness of the income

and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

68. Auditors shall be appointed and their duties regulated in accordance with Section 389 of the Act, Sections 236, 237, 241, 262 and 387 (1) of the Act and Sections 384 to 386, 387(2) 388 to 392 and 713 of the Companies Act 1976, the members of the Board being treated as the Directors mentioned in those sections.

#### NOTICES

69. A notice may be served by the Trust upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members.

70. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

71. A notice given by telex or fax shall be deemed to have been given at the same time as it is transmitted by the Trust.

72. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-

(1) every member except those members who have not supplied to the Trust an address for the giving of notices to them;

(2) the auditors for the time being of the Trust.

(3) every Governor; and

(4) the United Synagogue.

No other person shall be entitled to receive notices of General Meetings.

#### DISSOLUTION

73. Clause 10 of the Memorandum of Association relating to the winding up and dissolution of the Trust shall have effect as if the provisions thereof were repeated in these presents.

INDEMNITY

74. Subject to the provisions of and so far as may be permitted by the Act (and without prejudice to any indemnity to which he or she may otherwise be entitled), every Governor, Secretary or other officer of the Trust shall be entitled to be indemnified out of the assets of the Trust against all costs, charges, losses, expenses and liabilities incurred or sustained by him or her in the execution and discharge of his or her duties or otherwise in relation thereto.

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NAMES AND ADDRESSES OF SUBSCRIBERS

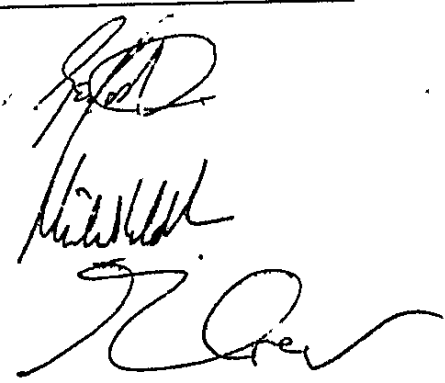
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SUBSCRIBERS

Gerald Jospe  
19 Marleybone Road, London NW1 5JL

Michael Howard Goldstein  
12 York Gate, Regents Park, London NW1

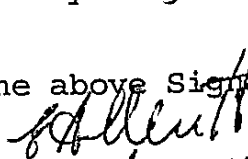
Morton Creeger  
19 Marylebone Road, London NW1 5JL



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DATED the 14 day of January, 1993

WITNESS to the above Signatures:-



19 MARLEYBONE RD  
NW1

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 2784298

The Registrar of Companies for England and Wales hereby certifies that  
KING SOLOMON HIGH SCHOOL, REDBRIDGE

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, London, the 22nd January 1993

A handwritten signature in black ink, appearing to read 'C Carr'.

MR. C. CARR

For The Registrar Of Companies



C O M P A N I E S H O U S E