

# Memorandum of Association

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF THE OMBUDSMAN SERVICE LIMITED

(adopted by a special resolution dated 23 August 2002, and amended by a special resolution dated 8 July 2003 and amended by a written resolution dated 20 June 2006)

- 1 The Company's name is "The Ombudsman Service Limited"<sup>1</sup>.
- 2 The Company's Registered Office is to be situated in England and Wales.
- 3 The Company's objects are<sup>2</sup>:
  - (a) To establish, promote, manage and operate Ombudsman Services for the purpose of receiving and handling unresolved complaints and disputes concerning the provision by any of the Service Members of services and/or products, to their customers and to encourage or facilitate the resolution, settlement and/or withdrawal of such complaints and disputes and to provide, and facilitate the enforcement of, decisions, awards or disputes, remedies and/or redress in respect of any matters that form the subject matter of any such complaints or disputes, in each case in accordance with the Terms of Reference and the Articles of Association of the Company, each as in force from time to time.
  - (b) To facilitate the enforcement of any conclusions, decisions and/or remedies (including any Remedies and/or Awards) made pursuant to and in accordance with the Terms of Reference.
  - (c) To appoint an Ombudsman on such terms and conditions of service (including the level of remuneration) as may be thought appropriate and expedient.
  - (d) To collaborate with any governments or authorities (whether supreme, municipal or otherwise), any regulator or any companies, corporations or persons on matters relating to industry and the settlement of complaints relating thereto.
  - (e) To promote public awareness and understanding of the Service in such manner as may be thought expedient.
  - (f) To engage, retain or employ appropriately skilled, professional or technical advisers or staff in connection with the objects of the Company and pay such fees, remuneration or benefits as may be thought expedient.
  - (g) To determine, collect and receive subscriptions and case fees and expend the same in furthering all or any of the objects of the Company or providing for the expenses of the Company.
  - (h) To borrow or raise any money or obtain any form of credit or finance that may be required by the Company upon such terms and with such security as may be thought fit.
  - (i) To give guarantees or other forms of security.
  - (j) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.
  - (k) To invest the moneys of the Company not immediately required in such manner as may be thought expedient.
  - (l) To purchase, take on lease, hire or otherwise acquire any assets (including real or personal property) necessary or convenient for the objects of the Company and to manage, sell, demise, let, mortgage, dispose of or otherwise deal with any such assets and property.
  - (m) To pay all expenses preliminary or incidental to the formation of the Company and its registration.
  - (n) To grant, or make arrangements for the grant of, pensions and allowances to and to make payments towards the insurance of persons who are or were employed or engaged by the Company.
  - (o) To encourage such research and carry out or commission such research as may be thought appropriate and expedient in connection with the objects of the Company.

- (p) To do all such other lawful acts and things as may be necessary or desirable for, or incidental or conducive to, realising the purpose and aims of the Service and/or otherwise attaining any and all of the above objects.

<sup>1</sup> Pursuant to a written resolution dated 20 June 2006, the Company's name was changed from Telecommunications Ombudsman Service Limited to The Ombudsman Service Limited.

<sup>2</sup> As amended by a special resolution dated 8 July 2003 and a written resolution dated 20 June 2006.

- 4** The income and property of the Company from whatever source it may derive shall, subject to this Memorandum of Association and the Articles of Association of the Company, be applied solely towards the promotion of the objects of the Service and/or of the Company as set out in this Memorandum of Association, and no part of it shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to Members of the Company.
- 5** Nothing in clause 4 shall, however, prevent the payment in good faith of reasonable and proper remuneration and out of pocket expenses to any officer or employee of the Company or to any Member of the Company for services rendered to the Company, or for any information or advice supplied, nor prevent the payment of interest on money lent or payment of reasonable and proper rent for premises demised or let by any Member of the Company.
- 6** The liability of Members is limited.
- 7** On a winding up or dissolution of the Company all assets which would otherwise be available to its Members generally shall be transferred either to another body with objects similar to those of the Company or (if there is no such body) to another body the objects of which are the promotion of charity and anything incidental or conducive thereto.
- 8** Every Member of the Company undertakes to contribute to the assets of the Company if it should be wound up while it is a Member, or within one year after it ceases to be a Member, for payment of the Company's debts and liabilities contracted before it 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 amounts as may be required, not exceeding, in each case, one pound.
- 9** Unless the context otherwise requires, expressions defined in the Articles of Association of the Company or the Terms of Reference shall have the same meaning in this Memorandum of Association.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum of Association.

name and address of subscribers

Sevenside Nominees Limited  
14-18 City Road  
Cardiff  
CF24 3DL

Sevenside Secretarial Limited  
14-18 City Road  
Cardiff  
CF24 3DL

Dated: 10 January 2002