

THE COMPANIES ACT 1985 - 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE OMBUDSMAN SERVICE LIMITED

(As adopted by special resolution dated 17 July 2012)
(Last updated 15 September 2015)

DEFINITIONS

1 In these Articles, unless the subject matter or context otherwise requires:

Act means the Companies Acts 1985 and 2006;

Annual Budget means each annual financial budget for the Company for the period commencing the 1st of April each year;

Annual Business Plan means each annual business plan for the Company for the period commencing the 1st of April each year;

Articles means the Articles of Association from time to time of the Company;

Auditors means the auditors from time to time of the Company;

Award has the meaning given in the Terms of Reference;

Board means the Board of Directors of the Company, or the members of such Board of Directors present at a duly convened meeting of the Board at which a quorum is present;

Case fee means such fee as the Company shall impose upon each Participating Company, in accordance with the applicable scale of such fees (as approved by the Board from time to time) as a result of a complaint against or dispute with such Participating Company being accepted by the Chief Ombudsman as falling within the jurisdiction of the Service, and **case fees** shall be construed accordingly;

Chair means the chair of the Board;

Chief Ombudsman means the Chief Ombudsman and Chief Executive referred to in the Terms of Reference and appointed in accordance with Articles 58 to 62;

Chief Ombudsman's Report means each annual report (which shall be distinct from the annual report of the Company) relating to the discharge of the Chief Ombudsman's functions

during the period commencing either from (and including) the 1st of April each year or, if later, from (but excluding) the end of the period covered by the last annual Chief Ombudsman's report, and ending on (and including) the next following Company Year End (each, the **Chief Ombudsman's Reporting Period**), which report is to be provided within such period following the end of such Chief Ombudsman's Reporting Period (as the Board shall determine) by the Chief Ombudsman to the Board;

Clear days, in relation to the period of a notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Company means The Ombudsman Service Limited;

Company Member means a member of the Company admitted to membership of the Company in accordance with these Articles and **Company Membership** shall be construed accordingly;

Company Year End means 31 December in each year, or such other financial year end date as the Company may adopt from time to time;

Complainant has the meaning given in the Terms of Reference, and **complainants** shall be construed accordingly;

Deed Poll has the meaning given in the Terms of Reference;

Director means a member of the Board

Executed includes any mode of execution;

Executive Director shall be an employee of the company appointed by ordinary resolution of the company

Final Decision has the meaning given to it in the Terms of Reference

General Meeting means a General Meeting of the Company Members;

Month means calendar month;

Non-Executive Director is a Director who can be considered to be independent of the participating companies and who otherwise is not an employee of the company and who shall be appointed by (and in addition to, substitution for and succession to) the then existing Directors

Notice includes all written communication;

Ombudsman Services means the Ombudsman services which the Company administers in accordance with the Articles and the Terms of Reference;

Participating Company/Companies means a person who has subscribed to participate in the Service in respect of a Service Sector and has joined the Service in accordance with the relevant Terms of Reference and, as the context so requires, each and/or any of its subsidiary undertakings from time to time) and which has put relevant services and/or products under the jurisdiction of the Chief Ombudsman and the Service **Person** includes any body, body corporate, government, state or agency of any government or state, or any joint venture, association or partnership, and references (express or implied) to **person, he, she or it**, shall

be construed so as to include references to such persons, to any natural or legal person and to a person's legal personal representatives and successors;

Potential Participating Company/Companies means a person who is not a Participating Company but who, if they subscribed to be a Participating Company, would be eligible to be so under the Terms of Reference;

Registered Office means the registered office from time to time of the Company;

Remedy and **Remedies** have the meanings given in the Terms of Reference;

Remuneration Committee and Nominations Committee are sub-committees of the Board;

Secretary means the Secretary to the Board;

Service means the Ombudsman Services administered by the Company to Participating Companies and their complainants in respect of all Service Sectors as constituted and defined by these Articles, the Deed Poll, the Terms of Reference or Supply of Service Agreement;

Service Sector means a particular industry sector to which the Service is provided;

Subscriptions means such annual subscription charges payable by, or on behalf of, Participating Companies to the Company as approved by the Board from time to time;

Subsidiary undertaking has the meaning given in Section 1159(1) of the Act;

Terms of Reference means the terms of reference (or Supply of Service Agreement) of the Service for each Service Sector from time to time;

In writing and **written** include printing, lithography, photography, scanning, email and typewriting and all other modes of representing or reproducing words in enduring visible form;

2 Words importing the singular include the plural and vice versa.

3 Words importing the masculine include the feminine and vice versa.

4 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time modified, amended, re-enacted or supplemented.

5 Unless the context otherwise requires and to the extent not inconsistent with the terms and/or provisions of these Articles, the definitions and interpretations included in the Terms of Reference or Supply of Service Agreement shall apply equally to these Articles.

COMPANY AND PARTICIPATING COMPANIES

6 The Company Members shall be admitted in accordance with these Articles.

7 All persons who are admitted to membership of the Board shall, immediately upon such admission, become Company Members.

8 The liability of Company Members is limited.

9 Each Board Directors' Company Membership shall cease and terminate immediately on:

- (a) written notice being given by such Director to the Secretary to terminate their position as a Director, or
- (b) written notice being given by the Company to such Director to terminate their position as a Director of the Company; or
- (c) the expiry of such Director's term of appointment to the Board,

and any such Director who ceases to be a Director shall be deemed an **Outgoing Director**. For the avoidance of doubt no termination referred to in Articles 9(a) to 9(c) inclusive above shall be effective if such termination would result in the Company ceasing to have any Directors following such termination. In such event the **Outgoing Directors** shall remain Directors and shall take such steps as are necessary to appoint additional Directors to the Board. Upon such new Directors being appointed to the Board the Outgoing Directors shall immediately cease to be Directors and Company Members.

- 10 Upon admission to the Service a company shall be known as a Participating Company.
- 11 Each Company Member and Participating Company shall comply with these Articles and (to the extent not inconsistent with these Articles) the Terms of Reference or Supply of Services Agreement

THE BOARD

- 12 The Board shall consist of not less than seven members or such other greater number as may from time to time be determined by the Board so that:
 - (a) The Chief Ombudsman shall be an Executive Director. Two further executive members may be appointed to the Board as required provided that at all times the Non-Executive Directors are the majority. In the event that the role of Chief Ombudsman/Chief Executive is split into two separate roles, both the Chief Ombudsman and the Chief Executive shall be Executive Directors within the maximum of three Executive Directors.
 - (b) All other Directors shall be Non Executive Directors
 - (c) The Chair and Directors who are Non Executive Directors shall be appointed to the Board under a process overseen by the Nominations Committee; such appointments to be for a term of three years with an option to renew such appointments for one further period of up to three years or such lesser period as may be agreed by the Board. The appointment of a Non Executive Director who has already served six years may, in exceptional circumstances, be renewed by the Board for a period of no more than one year. A Chair who has already served six years may, in exceptional circumstances and after rigorous review, be renewed by the Board, following recommendation by the Nominations Committee, for a third term of office of up to a further three years.

POWERS AND DUTIES OF THE BOARD

- 13 Subject to the provisions of the Act, the Articles and the Terms of Reference and to any relevant special resolutions of the Company, the business of the Company shall be managed by the Board in accordance with and subject to the terms of the current Annual Budget and/or Annual Business Plan from time to time. No amendment of the Act and no alteration of the

Articles or Terms of Reference and no such special resolution shall invalidate or validate any prior act of the Board which would have been valid or, as the case may be, invalid if that amendment or alteration had not been made or that special resolution had not been passed. The powers given by this Article shall not be limited by any specific power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.

14 Subject and without prejudice to the generality of Article 13 , the Board shall:

- (a) appoint the Chief Ombudsman (and the Chief Executive should such post be separate from the Chief Ombudsman) and determine his/her terms and conditions of appointment (including the level of his/her remuneration), subject to the Terms of Reference and the then current Annual Budget and Annual Business Plan;
- (b) ensure that the independence of the Chief Ombudsman is safeguarded and maintained;
- (c) ensure that the Chief Ombudsman satisfactorily administers the affairs and conduct of the business of the Service;
- (d) set and monitor quality-of-service and performance standards of the Services (including, without limitation, timeliness and quality-of-service) and review and monitor the performance of the Chief Ombudsman against agreed performance goals and criteria;
- (e) give such assistance and advice to the Chief Ombudsman concerning the performance of his/her duties as the Board shall consider appropriate, but not to take part in the consideration of any individual complaint or dispute;
- (f) investigate and resolve disputes and complaints raised by relevant Complainants and/or Participating Companies in relation to the operation of the Service/ and/or the performance of the Chief Ombudsman, and establish appropriate processes to facilitate such investigation and resolution;
- (g) receive the Chief Ombudsman's Report required by Article 68 and publish such report, incorporating any additional comments presented by the Chair as the Board decides are appropriate in the Board's sole and absolute discretion only as a foreword to the report and without changing the content of the report provided by the Chief Ombudsman;
- (h) have the same duties and obligations and the same rights and powers in relation to any deputising Chief Ombudsman or other delegate of the Chief Ombudsman so empowered by the Chief Ombudsman in accordance with the Terms of Reference as the Board has in relation to the Chief Ombudsman;
- (i) review the Terms of Reference or Supply of Services Agreement of each of the Services;
- (j) subject to and in accordance with the Terms of Reference or Supply of Service Agreement (including, without limitation, any applicable requirement to consult with the relevant Sector Liaison Panel), amend the Terms of Reference in accordance with the agreed recommendations of the Board.

- (k) each year, consider, amend and approve the Annual Business Plan prepared by the Chief Ombudsman for the period commencing 1st of January which approval would follow appropriate consultations as the Board may decide from time to time;
 - (l) each year, consider, amend and approve the draft Annual Budget prepared by the Chief Ombudsman for the period commencing on the 1st January which approval would follow appropriate consultations as the Board may decide from time to time;
 - (m) ensure that the affairs and business of the Company are conducted in accordance with the then current Annual Business Plan and Annual Budget;
 - (n) comply and act in accordance with these Articles and (to the extent not inconsistent with these Articles) the Terms of Reference;
 - (o) ensure that the Ombudsman Services are appropriately advertised and promoted so as to enhance their reputation and credibility and that such public profile is achieved and maintained;
 - (p) ensure that the Ombudsman Services are easily and widely accessible to complainants;
 - (q) arrange publication from time to time of such information as it shall deem appropriate about the nature of the Service and the work of the Chief Ombudsman (but not concerning any individual complaint or dispute other than on an anonymised basis);
 - (r) admit eligible Potential Participating Companies to and/or remove Participating Companies from the Service, in each case, in accordance with and subject to the relevant Terms of Reference and the Articles;
 - (s) consider and determine applications by Potential Participating Companies for certain of their services and/or products to be included, in accordance with the Terms of Reference, as services and/or products falling within the jurisdiction of the Service;
 - (t) procure the preparation of accounts in respect of the Company as required by the Act; and
- 15 In exercising its functions, the Board shall have regard to its duty to promote the success of the company and to the effective, economic and efficient operation of the Service.
- 16 Provided that such is in accordance with the then approved current Annual Budget and/or Annual Business Plan (as the case may be), the Board may procure the establishment and maintenance of, or participate in, or contribute to, any non-contributory or contributory pension or superannuation fund, service or arrangement of life assurance for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to, any persons who are or shall have been at any time in the employment or service of the Service, together with their families and/or dependants, and to make payments for or towards the insurance of any such person.

DELEGATION OF BOARD POWERS

- 17 The Board may delegate any of its powers which are conferred on them by these Articles to any committee (on which non-Executive directors are in the majority) to such an extent in relation to such matters on such terms and conditions as they think fit. Any such delegation may be made subject to any conditions the Board may impose, either collaterally with or to the exclusion of their own powers, and may be revoked or altered by the Board.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 18 The office of Chair or a Director shall be automatically vacated if he/she:
- (a) becomes bankrupt, a receiving order is made against him/her; or;
 - (b) in the reasonable opinion of the Board, becomes of unsound mind; or
 - (c) resigns his/her office by notice in writing to the Company; or
 - (d) does any act or finds himself/herself in any position which, in the reasonable opinion of the Board, is likely to lead him/her, the Board, the Service or the Company into disrepute; or
 - (e) does any act or finds himself/herself in any position which, in the reasonable opinion of the Board, conflicts or is likely to conflict with his/her position and/or the exercise of his/her powers and/or duties as a Director, the effective operation of the Service or of the Chief Ombudsman or the Terms of Reference; or
 - (f) shall have been absent, without the permission of the Board, from more than four consecutive meetings (whether of the Board or any relevant committee of the Board) and the Board resolves that his/her office be vacated; or
 - (g) in the case of an Executive Director, ceases to be an employee of the Company; or
 - (h) does not have their appointment as Director renewed after the expiry of their term of appointment.

DIRECTORS' EXPENSES

- 19 In addition to remuneration the Directors shall be entitled to be paid all travelling, hotel and other expenses reasonably and properly incurred by them in connection with the Service and/or the business of the Company.

DIRECTORS' INTERESTS

- 20 A Non Executive Director may hold no other office under the Company or the Service, nor may he/she personally or his/her firm or company act in a professional capacity for or otherwise benefit from the Company or the Service other than as permitted under these Articles and the Terms of Reference.
- 21 At all times, each Director must:
- (a) maintain a current written statement which must be submitted to the Board detailing the nature and extent of any material interest of his/hers which may conflict with his/her interests as a Director; and
 - (b) amend such statement whenever any significant change in or addition to such material interests occurs or, if time does not permit such an amendment, declare the change or addition to the Board in the next duly convened meeting.
- 22 A Director may not take part in the consideration of or voting on any matter, transaction or arrangement with the Company or in which the Company is otherwise interested and in which he/she has a material interest unless specific approval is given by a majority of the Board (excluding such Director) voting on any such matter, transaction or arrangement. For the

avoidance of doubt, any Board Member's interest in any Participating Company shall not be treated as a material interest for this purpose to the extent that the relevant interest is an interest in 5% or less of the listed securities of a Participating Company.

- 23 For the purposes of Articles 21 and 22 an interest of which a Director has no knowledge and of which it is unreasonable to expect him/her to have knowledge shall not be treated as an interest of his/hers.

PROCEEDINGS OF THE BOARD

- 24 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any Director may at any time request a meeting of the Board by notice duly served upon the Secretary and the Secretary shall convene such meeting within thirty days of the due service of such notice. Every Director shall be given not less than seven days' notice of a proposed meeting, provided that it shall not be necessary to give notice of a meeting of the Board to any Director for the time being absent from the United Kingdom, unless such Director has, prior to the dispatch of such notice, provided the Board with a United Kingdom address for service of such notice.
- 25 The quorum necessary during the course of a meeting of the Board for the transaction of the business of the Board shall be three of which the Non Executive Directors must form the majority.
- 26 Subject to Article 25, the Board may act notwithstanding any vacancy in its body providing that at all times the Non Executive Directors are in the majority.
- 27 The Chair of the Board or, in his/her absence, a deputy Chair of the Board (if any) shall take the chair at meetings of the Board but if they are unwilling to preside or are not present within fifteen minutes after the time fixed for the commencement of any such meeting, the Directors present shall choose one of their number to chair the meeting.
- 28 Unresolved questions arising at any meeting of the Board shall be decided by a majority of votes. In the case of an equality of votes the person chairing the meeting shall have a second or casting vote.
- 29 A resolution in writing, signed by all Directors for the time being entitled to receive notice of a meeting of the Board, or a committee of the Board, shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like counterpart form each signed by one or more Directors.
- 30 Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or other communications equipment whereby all persons participating in the meeting can hear and speak to one another and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 31 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.
- 32 If a question is raised at a meeting of the Board or any committee of the Board as to the right, under or pursuant to these Articles, of a Director or committee member to vote, the question may, before the conclusion of the meeting, be referred to the Chair or a deputy Chair (if any)

of such meeting and his/her ruling in relation to any such Director or committee member (other than himself/herself) shall be final and conclusive.

BOARD MINUTES

- 33 The Board shall cause minutes to be made in books kept for the purpose:
- (a) of noting the names of the Directors present at each meeting of the Board, and the members present at each meeting of any committee of the Board; and
 - (b) of noting all resolutions proposed and material matters discussed at meetings of the Board and committees of the Board.

Any such minutes of any meetings of the Board or of any committee, if purporting to be signed by the Chair of such meeting, or by the Chair of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

GENERAL MEETINGS

- 34 Business transacted at a General Meeting shall be deemed special business.

NOTICE OF GENERAL MEETINGS

- 35 Any General Meeting at which it is proposed to pass a special or extraordinary resolution or (save as provided by the Act) a resolution of which special notice has been given to the Company, shall be called by at least 21 clear days' notice in writing and any other General Meeting shall be called by at least 14 clear days' notice in writing. The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held and shall be given, in the manner set out hereinafter, to all Company Members and provided also that a General Meeting called by a shorter notice than that specified above shall, notwithstanding this, be deemed to have been duly called if it is so agreed by a majority in number of the Company Members having the right to attend and vote thereat, being a majority together holding not less than 95 per cent of the total voting rights.
- 36 Every notice calling a General Meeting shall specify the place and the date and time of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a Company Member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and, on a poll, vote instead of him/her and that a proxy need not be a Company Member.
- 37 The notice shall specify the general nature of the business to be transacted at the meeting; and if any resolution is to be proposed as an extraordinary resolution or as a special resolution, the notice shall contain a statement to that effect.
- 38 The accidental omission to give notice of a General Meeting to, or the resultant non-receipt of notice of a General Meeting by, any person entitled to receive such notice shall not invalidate the proceedings at that General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 39 The Chair of the Board or, in his/her absence, the deputy Chair of the Board (if any) shall take the chair at every General Meeting but, if no such person is present and willing to act within fifteen minutes after the time appointed for the meeting, the Directors present shall elect one of their number to chair the meeting.

- 40 Subject to Article 41, no business shall be transacted at any General Meeting unless there is a quorum of three Company Members present (of which two must be Non Executive Director Company Members) as are appointed present at the time when the meeting proceeds to business.
- 41 If within half an hour from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place (or such other time and/or place as the Chair of the meeting may determine), and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those Company Members who are present shall constitute a quorum and may transact the business for which the meeting was called.
- 42 The Chair of a General Meeting at which a quorum is present may, with the consent of the meeting (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 the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original General Meeting in accordance with Article 35 but it shall not otherwise be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 43 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 on the declaration of the result of the show of hands) demanded:
- (a) by the Chair of the meeting; or
 - (b) by at least two Company Members.
- 44 Unless a poll is duly demanded, a declaration by the Chair 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 an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 45 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair of the meeting. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 46 Except as provided in Article 48 if a poll is duly demanded it shall be taken in such manner as the Chair of the meeting directs (having regard to the interests of expediency and fairness). The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 47 In the case of an equality of votes, the Chair of the meeting shall both on a show of hands and on a poll have a casting vote in addition to any other vote he/she may have.
- 48 A poll demanded on the election of the Chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time as the Chair of the meeting directs, not being more than thirty days after the poll is demanded, and any business other than that upon which a poll has been validly demanded may be proceeded with pending the taking of the poll.

- 49 A resolution in writing executed by all the Company Members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

VOTES OF COMPANY MEMBERS

- 50 On a show of hands and on a poll every Company Member shall have one vote.
- 51 An instrument appointing a proxy (and where it is signed on behalf of the appointer by an attorney, the letter or power of attorney or a duly certified copy thereof) must either (i) be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or, if no place is so specified, at the Registered Office) before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used or (ii) be delivered to the Chair of the Board (or the Chair of the meeting) on the day and at the place of, but in any event before the time appointed for holding the meeting or adjourned meeting or poll. The instrument may be in the form of a facsimile or other machine made copy and shall, unless the contrary is stated thereon, be valid for the meeting to which it relates and for any adjournment thereof. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.

ACCOUNTS

- 52 The Board shall cause accounting records to be kept in accordance with the Act.
- 53 The books of account shall be kept at the Registered Office or, subject to the Act, at such other place or places as the Board thinks fit, and shall always be open to the inspection of the Directors and Company Members.

AUDIT

- 54 Auditors shall be appointed, their remuneration fixed and their duties regulated in accordance with the provisions of the Act and these Articles.

WINDING UP

- 55 On a winding up or dissolution of the Company all assets which would otherwise be available to Company 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.
- 56 Every Company Member undertakes to contribute to the assets of the Company if it should be wound up while he/she is a Company Member, or within one year after he/she ceases to be a Company Member, for payment of the Company's debts and liabilities contracted before he/she ceases to be a Company 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.

INDEMNITY

- 57 Subject to the provisions of the Act but without prejudice to any indemnity to which he/she may otherwise be entitled, the Chief Ombudsman, every Director, the Secretary, Auditor and/or other officer of the Company shall be entitled to be indemnified by the Company

against all costs, charges, losses, expenses and liabilities suffered or incurred by him/her in or in relation to the execution and/or discharge of his/her/its duties.

CHIEF OMBUDSMAN

- 58 The Board shall appoint an individual as Chief Ombudsman who appears to it to have the appropriate qualifications and experience to fulfil that function.
- 59 The terms and conditions of such Chief Ombudsman's appointment (including the level of his/her remuneration) shall be determined by the Board
- 60 Subject to Article 58 the Chief Ombudsman shall also be appointed the Chief Executive of the Company.
- 61 The Chief Ombudsman shall vacate his/her office upon the occurrence, in relation to him/her, of any of the following events:
- (a) he/she becomes bankrupt, a receiving order is made against him/her ;or
 - (b) in the reasonable opinion of the Board, he/she becomes of unsound mind; or
 - (c) he/she resigns his/her office by notice in writing to the Company; or
 - (d) he/she does any act or finds himself/herself in any position which, in the reasonable opinion of the Board, is likely to bring him/her, the position of Chief Ombudsman, the Service or the Company into disrepute; or
 - (e) he/she does any act or finds himself/herself in any position which, in the reasonable opinion of the Board, conflicts or is likely to conflict with his/her position as Chief Ombudsman, the effective discharge of his/her powers or duties, or the effective operation of the Service.
- 62 In addition to the remuneration to be paid to the Chief Ombudsman in accordance with Article 59, the Chief Ombudsman shall be entitled to be paid such travelling, hotel and other expenses as are reasonably and properly incurred by him/her in connection with the Service and/or the business of the Company.

CHIEF OMBUDSMAN'S INTERESTS

- 63 At all times the Chief Ombudsman must:
- (a) maintain a current written statement which must be submitted to the Board detailing the nature and extent of any material interest of his/hers which may conflict with his/her responsibilities as Chief Ombudsman; and
 - (b) amend such statement whenever any significant change in or addition to such material interests occurs or, if time does not permit such an amendment, declare the change or addition to the Board as soon as is reasonably practicable.
- 64 For the avoidance of doubt, the Chief Ombudsman's interest in any Participating Company shall not be treated as a material interest for the purposes of Article 63 where the relevant interest is an interest in the listed securities of a Participating Company over which the Chief Ombudsman has no voting rights or other right of control.

65 The written statement of the Chief Ombudsman referred to in Article 63 shall, on reasonable notice, be available for inspection at the Registered Office on normal working days and during normal business hours by the Board, the Company, the Company Members, the Participating Companies and any Complainants.

POWERS AND RESPONSIBILITIES OF THE CHIEF OMBUDSMAN

66 It shall be within the power and responsibility of the Chief Ombudsman to receive and consider complaints and notices of disputes and, where appropriate, to investigate such complaints and disputes in order to facilitate and encourage the terms of their resolution, settlement and/or withdrawal in each case, in accordance with the relevant Terms of Reference or Supply of Services Agreement

67 The Chief Ombudsman shall have the power to make Final Decisions and impose Awards and other Remedies against Participating Companies in each case, in accordance with the relevant Terms of Reference or supply of services agreement.

68 Each year the Chief Ombudsman shall prepare and, within such period following the end of the relevant Chief Ombudsman's Reporting Period as the Board shall determine, furnish the Board with the Chief Ombudsman's Report in respect of such period.

69 Each year, the Chief Ombudsman shall prepare a draft Annual Business Plan for the period commencing on the 1st of January and shall present it to the Board for approval.

70 Each year, the Chief Ombudsman shall prepare a draft Annual Budget for the period commencing on the 1st of January and shall present it to the Board for approval.

71 The Chief Ombudsman and/or the Company shall have the power to invoice and claim against Participating Companies for any case fees and subscriptions, or to invoice and claim against any third party which is responsible, in accordance with the relevant Terms of Reference or Supply of Services Agreement for the payment of such case fees and subscriptions on behalf of Participating Companies.

72 The Chief Ombudsman shall have such other powers and duties as are provided under, and shall act in accordance with these Articles and (to the extent not inconsistent with these Articles) the relevant Terms of Reference.

NOTICES

73 Any notice or document may be served on or delivered to any Company Member or Participating Company Director, the Chief Ombudsman or the Secretary, in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

74 Subject to the Articles any notice or document to be sent or supplied to a Director in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

75 A Director may agree with the Company that notices or documents sent to that Director in a particular way are deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

- 76 The accidental failure to send, or the resultant non-receipt by any person entitled to, any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.

GOVERNING LAW

- 77 These Articles shall be governed by and construed in accordance with the laws of England and Wales.

Name and address of subscribers

Sevenside Nominees Limited

14-18 City Road

Cardiff

CF24 3DL

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