

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

RAIL SAFETY AND STANDARDS BOARD LIMITED

- 1 The name of the Company is "Rail Safety and Standards Board Limited".
- 2 The registered office of the Company will be situate in England.
- 3.1 The principal object for which the Company is established is to lead and facilitate the railway industry's work to achieve continuous improvement in the health and safety performance of the railways in Great Britain and thus to facilitate the reduction of risk to passengers, employees and the affected public so far as is reasonably practicable, so aiding compliance by providers of railway services with their obligations under health and safety law.
- 3.2 Subject to clause 3.1, the further objects for which the Company is established are:
 - (a) to receive, purchase or otherwise acquire or have transferred to it and undertake all or any part of the functions, business, property and liabilities of any person carrying on any activity which the Company is authorised to carry on and to dispose of any part of such business which falls outside such authority;
 - (b) to develop, operate and maintain any computer hardware and software systems and other information systems including safety management information systems and models, and safety culture tools;
 - (c) to develop, operate, control and manage safety specifications and standards, procedures, codes of practice and protocols and without prejudice to the generality of the foregoing documents of like character for use in the railway industry, including advising about, and monitoring the implementation of, safety systems and procedures by third parties;
 - (d) to design, plan, manage and provide consultancy, advisory, training, educational and research services to all persons involved in or connected with the railway industry;
 - (e) to do all such other things as the board of directors of the Company considers to be necessary, incidental or helpful to any of the above objects;

- (f) to purchase, take on lease or in exchange, hire or otherwise acquire and hold, for any estate or interest, and manage, any lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock-in-trade, and any heritable and moveable real and personal property of any kind;
- (g) to purchase or otherwise acquire, dispose of, protect, extend and renew any patents, registered designs, trade marks and service marks (whether registered or not), copyright, design right or any similar property rights including those subsisting in inventions, designs, drawings, performances, computer programs, confidential information, business names, goodwill and the style of presentation of goods or services and applications for protection thereof, which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, receive or grant licences in respect of or otherwise turn to account any of the same, for any purpose whatsoever, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to effectuate these objects;
- (h) to form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to enter into partnerships or into any arrangements for sharing profits, union of interests, co-operation, reciprocal concessions, or otherwise, with any person or company for the purpose of carrying on business within any of the objects of the Company;
- (i) to develop, work, improve, manage, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property, assets or rights of the Company, to surrender or accept surrender of any lease or tenancy or rights, and to sell or deal with the property, assets, business, rights or undertaking of the Company, or any part thereof, and on such terms and for such consideration as the Company may think fit, and including for cash or shares, debentures or securities of any other company;
- (j) to borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged on all or any of the Company's property (both present and future) and undertaking, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance;
- (k) to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage, and whether by personal covenant or by mortgage or charging all or part of the undertaking, property, assets and rights present and future of the Company or by both such methods or by any other means whatsoever,

the liabilities and obligations or the payment of any moneys whatsoever by any person, firm or company whatsoever, including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by section 736 of the Companies Act 1985) of the Company or of the Company's holding company or is otherwise associated with the Company in its business;

- (l) to grant indemnities of every description and to undertake obligations of every description;
- (m) to pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company;
- (n) to make loans or donations, either of cash or of other assets whatsoever to or enter into any arrangement whatsoever for the benefit of such persons and in such cases as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient;
- (o) to subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, bonds, debentures or debenture stock, or other securities or obligations of any person, firm, government or other authority or issuer (including any subsidiary of the Company) and to invest, deal with or lend any of the moneys of the Company in such manner, with or without security and on such terms as the Company may think fit;
- (p) to amalgamate with any other company either whose objects are or include objects similar to those of the Company or which is possessed of property, assets or rights suitable for any of the purposes of the Company, and on any terms whatsoever;
- (q) to obtain or support any provisional or other regulation, bye-law, order or Act of Parliament of the United Kingdom or in any other State or jurisdiction for enabling the Company to carry any of its objects into effect, or for effecting any modifications to the Company's constitution, or for any other purpose which may seem expedient, and to oppose or make representations in connection with any proceeding, proposal or application which may seem calculated, directly or indirectly, to prejudice the Company's interests or the interests of any other person or company;
- (r) to insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance;
- (s) to establish and maintain or pursue the establishment or maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant pensions, emoluments, allowances, donations, gratuities, loans and bonuses to such persons and to make payments for or towards insurance on the life or

lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, trust, other establishment or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or may be connected with any place where the Company carries on business or otherwise connected in any way with any of the activities of the Company; to institute and maintain any institution, association, club, society, trust or other establishment calculated to advance the interests of the Company or to benefit such persons, and to join, participate in and to subsidise or assist any association of employers or employees or any trade association; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object or for any exhibition; the said persons are any persons who are or were at any time in the employment or service of the Company or of any of its businesses or of any company which was or is for the time being a subsidiary (as defined by section 736 Companies Act 1985) or a subsidiary undertaking (as defined by section 258 Companies Act 1985) of the Company or are or were otherwise associated with the Company or any of its businesses or who are or were at any time directors or officers of the Company or of such other company as aforesaid, or who hold or who held any salaried employment or office in the Company or such other company, and the families (including former spouses) of them or any person who is or was dependant on them;

(t) to purchase and maintain insurance for the benefit of any persons who are or were at any time directors, officers or employees of the Company or any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Company or of any other such company or subsidiary undertaking are or have been interested indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against;

(u) to do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

4 It is hereby declared that the word "company" in clause 3, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed, and it is also hereby declared that the objects specified in each sub-clause of clause 3, shall, except when otherwise expressed therein, not be limited or restricted in any way by reference to or inference from the terms of any other sub-clause, or the name of the Company, and none of the sub-clauses shall be deemed merely subsidiary or ancillary to the objects mentioned in the first sub-clause.

5 The liability of the members is limited.

- 6 Each member of the Company undertakes to contribute such amount to the assets of the Company as may be required (not exceeding £100). The obligation to pay this amount only arises if the Company is wound up while it is a member or within one year after it ceases to be a member. The contribution can be required to be made towards the payment of the Company's debts and liabilities contracted before the member ceased to be a member, and of the costs, charges and expenses of winding up and (if appropriate) for the adjustment of the rights of the contributories amongst themselves.