

The Companies Act 2006

Community Interest Company Limited by Guarantee

Articles of Association

of

NCS Trust C.I.C.



**The Companies Act 2006
Community Interest Company Limited by Guarantee
INDEX TO THE ARTICLES**

No table of contents entries found.

The Companies Act 2006

Articles of Association

of

NCS Trust C.I.C.

INTERPRETATION

1. Defined Terms

The interpretation of these Articles is governed by the provisions set out in Schedule 1 at the end of the Articles.

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company is to be a community interest company.

3. Asset Lock

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

3.2.1 the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and

3.2.2 the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company.

4. Not for profit

4.1 The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

5.1 The objects of the Company are to carry on activities which will benefit the community and, in particular (without limitation), on its own and together with other private and public sector organisations and individuals, to fund, develop, promote, deliver, evaluate and support citizenship and other high quality programmes, experiences and activities for children and young people typically aged from 11 to 29, in relation to, amongst other things, their education, careers, mentoring and

engagement in civil society and which in all cases benefit them and their communities and promote social good.

- 5.2 Any decision to amend the Objects shall be made only with the consent of all of the members.

6. Powers and responsible business principles

- 6.1 The Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

- 6.2 The Company shall conduct its business and further the objects of the Company in a manner consistent with the Responsible Business Principles set out in Schedule 2 at the end of the Articles provided that the provisions of this Article 6.2 shall not have the effect of causing any transaction or obligation undertaken by the Company to be rendered void or voidable.

- 6.3 Any decision to amend the Responsible Business Principles shall be made only with the consent of the members.

7. Liability of members

- 7.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

7.1.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;

7.1.2 payment of the costs, charges and expenses of winding up; and

7.1.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

8. Number of Directors

- 8.1 The number of Directors shall not exceed fifteen but shall not be less than five.

- 8.2 If the number of Directors shall, for any reason, fall below the minimum number provided by Article 8.1, such Directors as are appointed shall meet for the purposes of appointing further Directors, but shall not make any other decisions on behalf of the Company until such requirement for a minimum number of Directors has been duly satisfied.

9. Directors' general authority

- 9.1 Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

10. Members' reserve power

- 10.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 10.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

11. Chair

- 11.1 The Directors may appoint one of their number to be the chair of the Directors for such term of office as they determine and may at any time remove him or her from office.
- 11.2 The Government Appointed Director shall not be appointed to be the chair of the Directors.

12. Directors may delegate

- 12.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles for the implementation of their decisions or day to day management of the affairs of the Company:

12.1.1 to such person or committee;

12.1.2 by such means (including by power of attorney);

12.1.3 to such an extent;

12.1.4 in relation to such matters or territories; and

12.1.5 on such terms and conditions;

as they think fit.

- 12.2 If the Directors so specify, any such delegation of these power may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 12.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 12.4 The Directors shall establish a Nominations Committee of at least three non-executive Directors, the chair of which shall be a non-executive Director, provide it with suitable terms of reference (including without limitation the development and review from time to time of the principles to be applied in determining the Directors to be recommended and the breadth of both their talents and the sectors of which they have

experience, the requirement that it balance the goals of ensuring the appropriate retention of experience with the refreshing of experience, and having regard to Articles 24.7 and 24.8) and delegate to it the responsibility for making recommendations to the Directors, in a manner consistent with corporate governance best practice and in accordance with Article 24.5, with respect to appointments and re-appointments of Directors and senior executives of the Company. A majority of the Directors appointed to sit at any one time on the Nominations Committee shall be non-executive Directors.

- 12.5 The Directors shall establish a Remuneration Committee of at least three Directors, provide it with suitable terms of reference (including without limitation procuring that senior executives of the Company will be paid a comparable remuneration package to persons engaged in like positions in the social sector where it is possible to recruit the appropriate talent and the private sector where it is necessary to recruit the appropriate talent, within the bounds of a company formed in the community interest, in each of the first two years of the Company's operation and that from time to time the Remunerations Committee will develop (or revise, as the case may be) and present a benchmarking process in respect of remuneration to the Directors for their approval) and delegate to it the responsibility for making recommendations to the Directors, in a manner consistent with corporate governance best practice, with respect to setting remuneration policy and the remuneration of senior executives of the Company. All of the Directors appointed to the Remuneration Committee shall be non-executive Directors. The Government Appointed Director will be invited to sit on the Remuneration Committee.
- 12.6 For the purposes of Article 12.5, no senior executive who is a Director and is the subject of a recommendation to the Directors as to his or her remuneration shall be present during or otherwise participate in the Directors' consideration of such recommendation or their decision as to his or her remuneration.
- 12.7 The Directors shall establish an Audit and Risk Committee of at least three non-executive Directors, the chair of which shall be a non-executive Director, provide it with suitable terms of reference (including without limitation the development and review from time to time of the principles and standards to be applied in reviewing the Company's financial and other management functions) and delegate to it the responsibility for reporting and making recommendations to the Directors, in a manner consistent with corporate governance best practice, with respect to the financial and other management, applicable controls and operation of the Company. A majority of the Directors appointed to sit at any one time on the Audit and Risk Committee shall be non-executive Directors. The Government Appointed Director will be invited to sit on the Audit and Risk Committee.
- 12.8 Subject to the other Articles, each Director shall serve for an initial term of three years, renewable once for a further three years.

13. Panel of Patrons

- 13.1 The Directors may establish a Panel of Patrons which shall have the responsibility of advising the Directors with respect to certain matters of significant importance to the satisfaction of the objects of the Company. For the avoidance of doubt, members of

the Panel of Patrons should not be regarded as directors of the Company and have no power to contract on behalf of or otherwise represent or bind the Company.

- 13.2 The members of the Panel of Patrons shall be appointed by the Directors, be persons of significant experience and suitable reputation in the social sector having regard to the objects of the Company and not necessarily be Directors.
- 13.3 The Directors shall determine the number of members of the Panel of Patrons.
- 13.4 The position of being a member of the Panel of Patrons shall not be remunerated by the Company, but the Company may pay the reasonable expenses of members of the Panel of Patrons in fulfilling this role in accordance with a policy on expenses adopted by the Directors from time to time.

DECISION-MAKING BY DIRECTORS

14. Directors to take decisions collectively

- 14.1 Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 20.

15. Calling a Directors' meeting

- 15.1 One Director may (and the Secretary, if any, must at the request of one Director) call a Directors' meeting.
- 15.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
 - 15.2.1 all of the Directors agree; or
 - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Directors' meetings must be given to each Director.
- 15.4 Every notice calling a Directors' meeting must specify:
 - 15.4.1 the general nature of the business to be considered at the meeting;
 - 15.4.2 the place, day and time of the meeting; and
 - 15.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.5 Notice of Directors' meetings need not be in Writing.
- 15.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

16. Participation in Directors' meetings

16.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

16.1.1 the meeting has been called and takes place in accordance with the Articles; and

16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

16.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

16.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

17. Quorum for Directors' meetings

17.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

17.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than five, and unless otherwise fixed it is five of which a majority shall be non-executive Directors.

17.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

17.3.1 to appoint further Directors; or

17.3.2 to call a general meeting so as to enable the members to appoint further Directors.

18. Chairing of Directors' meetings

18.1 The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

19. Decision-making at meetings

19.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

19.2 In all proceedings of Directors each Director must not have more than one vote.

19.3 Proceedings at Directors' meetings shall at all times be subject to applicable law.

20. Decisions without a meeting

- 20.1 The Directors may take a unanimous decision without a Directors' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.
- 20.2 A decision which is made in accordance with Article 20.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 20.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;
- 20.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 20.2;
- 20.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
- 20.2.4 the Recipient must prepare a minute of the decision in accordance with Article 33.1.

21. Conflicts of interest

- 21.1 Each Director, upon being appointed a Director, shall declare his or her material, direct or indirect interests (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) to the Directors.
- 21.2 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 21.3 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 21.4 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to this Article 21, he or she must:
- 21.4.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
- 21.4.2 not be counted in the quorum for that part of the meeting; and
- 21.4.3 withdraw during the vote and have no vote on the matter.

- 21.5 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.
- 21.6 Each member of the Panel of Patrons, immediately upon the earlier of the identification of a proposal or other matter for consideration by the Panel of Patrons and the commencement of the Panel of Patron's consideration of a proposal or other matter, shall declare his or her material, direct or indirect interests (whether personal, by virtue of a duty of loyalty to another organisation or otherwise), if any, in respect of that proposal or other matter to the other members of the Panel of Patrons and to the Directors whenever that Conflict of Interest is or may not be immediately and manifestly apparent to all those members of the Panel of Patrons and Directors.
- 21.7 If any question arises as to whether a member of the Panel of Patrons has a Conflict of Interest, the question shall be decided by a majority decision of the Directors.
- 21.8 Whenever a proposal or other matter is to be considered and a member of the Panel of Patrons has a Conflict of Interest in respect of that proposal or other matter, then he or she must:
- 21.8.1 remain only for such part of the meeting as is necessary to inform the other members of Panel of Patrons of that Conflict of Interest if that member has not previously declared that Conflict of Interest, and in all other circumstances withdraw from that meeting and from all other participation in the Panel of Patrons' consideration of the proposal or other matter giving rise to the Conflict of Interest;
 - 21.8.2 not be counted in any required quorum for that part of the meeting; and
 - 21.8.3 withdraw during any vote and have no vote on that proposal or other matter.
- 21.9 When a member of the Panel of Patrons has a Conflict of Interest which he or she has declared to the other members of the Panel of Patrons and the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

22. Directors' power to authorise a conflict of interest

- 22.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:
- 22.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 21.4;
 - 22.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

- 22.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation.
- 22.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 22.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 22.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 22.1 (subject to any limits or conditions to which such approval was subject).

23. Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

APPOINTMENT AND RETIREMENT OF DIRECTORS

24. Methods of appointing Directors

- 24.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.
- 24.2 Any person who is willing to act as a Director, has been recommended by the Nominations Committee established under Article 12.4 and is permitted by law to do so, may be appointed to be a Director by a decision of the Directors.
- 24.3 Following consultation with the chair of the Directors, the Cabinet Office of the Government of the United Kingdom of Great Britain and Northern Ireland, for so long as it remains the principal funder of the Company, shall from time to time have the right to appoint, by notice in writing addressed to the Company, one Civil Servant as a Director (the "Government Appointed Director"), to remove any such Government Appointed Director and to appoint as a director a replacement. For the avoidance of doubt, a "principal funder" is a party that contributes more than fifty per cent of the cost of the programme referred to in Article 5.1.
- 24.4 Unless the chair of the Directors agrees otherwise in writing following consultation as outlined in Article 24.3, the Government Appointed Director shall not hold a position which is directly responsible for or the duties of which include the funding, licensing, oversight or regulation of the Company or its management or operation. For the avoidance of doubt, this includes anyone who holds a position or appointment of any kind within the Office for Civil Society or its functional successor(s).
- 24.5 The Directors shall be representative of a broad range of constituencies, interest groups and skills drawn from, among others, the educational and social sectors,

employer organisations and young people and be nominated after consultations with the such groups and others.

24.6 A majority of the Directors shall be non-executive Directors.

24.7 The Chief Executive Officer of the Company shall be a Director.

24.8 The Directors shall ensure that the terms of reference of the Nominations Committee include, without limitation, the requirements that new Directors which it recommends be tax residents of the United Kingdom of Great Britain and Northern Ireland and that such recommendations comply with best practice in relation to the appointment of Directors at least twenty-five (25) per cent of whom are women.

25. Termination of Director's appointment

25.1 A person ceases to be a Director as soon as:

25.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006, or is prohibited from being a Director by law;

25.1.2 a bankruptcy order is made against that person;

25.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

25.1.4 the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;

25.1.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);

25.1.6 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason;

25.1.7 the Director ceases to be a member; or

25.1.8 at least seventy-five (75) per cent of the Directors present at any duly constituted meeting of the Directors vote to remove that Director from office. A Director who is the subject of such a vote shall be deemed to have a Conflict of Interest for the purposes of the Directors' consideration and determination of such matter.

26. Directors' remuneration

26.1 Directors may undertake any services for the Company that the Directors decide.

26.2 Directors shall not be entitled to receive remuneration for their services to the Company as Directors.

27. Directors' expenses

27.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

27.1.1 meetings of Directors or committees of Directors;

27.1.2 general meetings; or

27.1.3 separate meetings of any class of members or of the holders of any debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

28. Becoming a member

28.1 The subscribers to the Memorandum are the first members of the Company.

28.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.

28.3 Each member of the company shall be a Director.

28.4 No person shall be admitted as a member of the Company unless he or she is approved by the Directors.

28.5 Every person who wishes to become a member shall deliver to the Company an application for membership, executed by him or her, in such form (and containing such information) as the Directors require.

29. Termination of membership

29.1 Membership is not transferable to anyone else.

29.2 Membership is terminated if:

29.2.1 the member dies or ceases to exist;

29.2.2 otherwise terminated in accordance with the Articles; or

29.2.3 a member ceases to be a Director.

DECISION MAKING BY MEMBERS

30. Members' meetings

- 30.1 The Directors may call a general meeting at any time.
- 30.2 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 30.3 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 30.4 Article 30.3 shall not prevent a person who is a proxy for a member or a duly authorised representative of a member from voting at a general meeting of the Company.
- 30.5 In the event of an equality in votes on any matter put to a Directors' meeting, a Director may call a general meeting at which the matter in question shall be put to the members for consideration and a vote thereon.
- 30.6 In the event of an equality in votes on any matter put to a general meeting, the Chair shall have a second or casting vote.

31. Written resolutions

- 31.1 Subject to Article 31.3, a written resolution of the Company passed in accordance with this Article 31 shall have effect as if passed by the Company in general meeting:
 - 31.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
 - 31.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 31.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on its Circulation Date.
- 31.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 31.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.

31.5 A member signifies his or her agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.

31.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.

31.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated if it bears the member's signature or if the identity of the member is confirmed in a manner agreed by the Directors or if it is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement or if it is from an email Address notified by the member to the Company for the purposes of receiving Documents or information by Electronic Means.

31.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.

31.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

32. Means of communication to be used

32.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied 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.

32.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors 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.

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

33. Irregularities

33.1 The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

34. Minutes

34.1 The Directors must cause minutes to be made in books kept for the purpose:

34.1.1 of all appointments of officers made by the Directors;

34.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

34.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

34.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

35. Records and accounts

35.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

35.1.1 annual reports;

35.1.2 annual returns;

35.1.3 annual statements of account; and

35.1.4 such annual and other reports as are required by virtue of its registration as a Community Interest Company.

35.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

35.3 The Directors shall ensure that, without prejudice to Article 35.1, best practice with respect to the content of annual reports is observed, including without limitation the implementation of a policy requiring the inclusion of a section for comments by non-executive Directors.

36. Indemnity

36.1 Subject to Article 36.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

36.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

36.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in his or her capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and

36.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

36.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

36.3 In this Article:

36.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

36.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company.

37. Insurance

37.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director and any relevant member of the Panel of Patrons in respect of any relevant loss.

37.2 In this Article:

37.2.1 a "relevant Director" means any Director or former Director of the Company or an associated company;

37.2.2 a "relevant member of the Panel of Patrons" means any member of the Panel of Patrons or former member of the Panel of Patrons of the Company;

37.2.3 a "relevant loss" means, in relation to a relevant Director, any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the company or associated company and, in relation to a relevant member of the Panel of Patrons, any loss or liability which has been or may be incurred by a relevant member of the Panel of Patrons in connection with the duties of that member of the Panel of Patrons in relation to the Company; and

37.2.4 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

38. Exclusion of model articles

38.1 The relevant model articles for a company limited by guarantee are hereby expressly excluded.

SCHEDULE 1

INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 "Address"	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
1.2 "Articles"	the Company's articles of association;
1.3 "asset-locked body"	means a community interest company, a charity or a Permitted Industrial and Provident Society;
1.4 "bankruptcy"	includes individual insolvency proceedings or an order in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
1.5 "Chair"	has the meaning given in Article 11;
1.6 "Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7 "Clear Days"	in relation to the period of a notice, 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;
1.8 "community"	is to be construed in accordance with accordance with Section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004;
1.9 "Companies Acts"	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.10 "Company"	NCS Trust C.I.C.
1.11 "Conflict of Interest"	any direct or indirect interest of a Director or member of the Panel of Patrons, as the case may be, (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
1.12 "Director"	a director of the Company, and includes any person occupying the position of director, by

	whatever name called;
1.13 “Document”	includes, unless otherwise indicated, any document sent or supplied in Electronic Form;
1.14 “Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.15 “Government Appointed Director”	the Director appointed in accordance with Article 24.3;
1.16 “Hard Copy Form”	has the meaning given to it in the Companies Act 2006;
1.17 “Memorandum”	the Company’s memorandum of association;
1.18 “participate”	in relation to a Directors’ meeting, has the meaning given in Article 16;
1.19 “Permitted Industrial and Provident Society”	an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
1.20 “the Regulator”	means the Regulator of Community Interest Companies;
1.21 “Secretary”	the secretary of the Company (if any);
1.22 “specified”	means specified in the memorandum or articles of association of the Company for the purposes of Article 3;
1.23 “subsidiary”	has the meaning given in section 1159 of the Companies Act 2006;
1.24 “transfer”	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and
1.25 “Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Subject to Article 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company.

SCHEDULE 2

RESPONSIBLE BUSINESS PRINCIPLES

1. The Responsible Business Principles include four guiding principles:
 - (a) **Business integrity.** To be open and honest in all its dealings, while respecting commercial and personal confidentiality and to operate in accordance with all legal and regulatory requirements.
 - (b) **Fair dealing.** To be objective, consistent and fair with all its stakeholders and suppliers.
 - (c) **Good citizenship.** To be a good corporate citizen, demonstrating integrity in each community in which it operates.
 - (d) **Respect.** To respect the dignity and well-being of all its people and those with whom it is involved.
2. The Company agrees, in a manner consistent with and based on best practice within the private and social sectors:
 - (a) to provide safe and healthy working conditions for its employees and contractors;
 - (b) to encourage the efficient use of natural resources and promote the protection of the environment;
 - (c) to treat all employees fairly in terms of recruitment, progression, remuneration and conditions of work, irrespective of gender, race, colour, language, disability, political opinion, age, religion or national/social origin and to ensure that:
 - (i) its remuneration structures are aligned with comparable businesses in the social and private sectors; and
 - (ii) it operates fair, open and transparent recruitment procedures;
 - (d) to allow consultative work-place structures and associations which provide employees with an opportunity to present their views to the management;
 - (e) to take account of the impact of its operations on the local community and seek to ensure that potentially harmful occupational health and safety, environmental and social effects are properly assessed, addressed and monitored; and
 - (f) to uphold high standards of business integrity and honesty, and operate in accordance with local laws and international good practice (including those intended to fight extortion, bribery and financial crime) and in particular to ensure diversity in the supply chain where practical.

CIC 14

Application¹ to alter the objects of a Community Interest Company²

Company Number

08235117

*Please
complete in
typescript,
or in bold
black
capitals.*

Company Name in full

NCS Trust C.I.C.

SECTION A:

COMMUNITY INTEREST COMPANY STATEMENT - Beneficiaries

1. We/I, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community.³ [Insert a short description of the community or section of the community which it is intended that the company will benefit in the space provided below⁴].

The Company's activities will provide benefit to:

The community and, in particular (without limitation), young people, typically aged between 11 and 29, in the United Kingdom.

08235117

COMPANY NUMBER**SECTION B:****COMMUNITY INTEREST COMPANY STATEMENT – Activities & Related Benefit**

Please indicate how it is proposed that the company's activities will benefit the community or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your company is eligible to remain as a CIC. It would be useful if you were to explain how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? <i>(The community will benefit by...)</i>
Placement, training and employment scheme for young people – The Youth Service Corps Programme ("YSC").	<p>The YSC programme will support educational development and employment opportunities for children and young people typically aged from 11 to 29.</p> <p>The programme will consist of 3 major elements: (1) a work placement scheme; (2) supplemental training and (3) support for exit routes after the programme has finished.</p> <p>At the centre of the scheme will be a work placement in a sector which creates social good and provides acute response to the Covid-19 pandemic. Alongside the work placement, participants will benefit from an ongoing training programme. This will be done with a larger cohort of young people and enable mixing across placements. As the end of their time in the YSC nears, participants will have access to career mentoring to help them think through their options for what to do after the programme.</p> <p>The programme will be delivered alongside a national partner (which will provide strategic and operational support to the programme) and various placement organisations which will host young people in relevant target sectors.</p>

<p>Strengthening the teaching of citizenship as a subject and promoting participation in National Citizen Service ("NCS") programme activities – The Association for Citizenship Teaching programme ("ACT").</p>	<p>The ACT programme will help promote awareness of citizenship as a subject and increase opportunities for young people to participate in citizenship related activities.</p> <p>In order to do this the programme will aim to:</p> <ol style="list-style-type: none"> (1) Build a movement of schools, colleges and teachers who are committed to integrating social action and active citizenship into the curriculum and education over the long term and encouraging NCS participation; and (2) Demonstrate how social action supports quality education and a more inclusive society through a broad and balanced curriculum that supports, among other things, personal development, employment opportunities and the development of life skills. <p>The ACT programme will be delivered in collaboration with the Association for Citizenship Teaching who are the subject association for Citizenship, representing teachers and others involved in Citizenship education – they are recognised by the government in this capacity.</p>
<p>Training of young people to act as evaluators and programme innovators – The Manchester Metropolitan University programme ("MMU").</p>	<p>The MMU programme will provide young people with an opportunity to develop new skills/knowledge in programme evaluation and development and to gain experience working alongside researchers and other professionals.</p> <p>In collaboration with Manchester Metropolitan University, a group of young people will be recruited and trained to act as evaluators and programme innovators for the NCS programme, with guidance from a team of researchers.</p> <p>The programme will be youth-led and will allow young people a unique opportunity to take part in a research programme that will help the future development of the NCS programme.</p>
<p>Support the delivery of programmes, activities and experiences for young people through the NCS programme.</p>	<p>The NCS programme aims to build social cohesion, social mobility and social engagement by providing young people aged 16-17 with opportunities to take part in a wide variety of community and personal development related programmes.</p> <p>Participants take part in a wide-variety of activities (such as physical and team building exercises) that help develop new skills and knowledge. They also take part in a 'social action' project in the local community to help promote or advance a particular community cause.</p>

<p>Training of Young People to Act as Researchers and social innovators – Young Foundation, University of Sheffield, University of Huddersfield</p>	<p>Recruit and train a cohort of young people in order to research and develop ideas around how civic-duty-related and similar initiatives, such as the NCS programme, which are designed to foster civic engagement can be better tied together.</p> <p>The objectives will be:</p> <ul style="list-style-type: none"> • To engage, listen and empower young people to collectively understand the scale and interdependency of the challenges facing young people today and the barriers and tensions they experience in being civically engaged; • To look beyond single interventions or structured age ranges in order to foster a more integrated 'Civic Journey' that identifies and amplifies the issues and priorities of young people; • To review, share and mobilise good practice internationally and within the UK to understand the context for impactful interventions to be successful and develop a broader framework that supports youth service and civic action; • To look beyond existing provision and towards the innovation of new opportunities that will allow young people to nurture a new vision of optimism for the 21st Century; • To chart a co-created and tested 'Civic Journey' framework from childhood right through and into adult life outlining the spaces and entry points for people to engage with support structures and opportunities; and • To produce an evidence-base for a radical transformation in the manner in which society thinks about the role of young people as citizens and civic leaders, and how they understand the nature of the civic challenge.
<p>Support the delivery of other programmes, activities and projects within the scope of its proposed amended objects.</p>	<p>These programmes, activities and projects are as yet undeveloped, but will be within the scope of the proposed amended objects.</p>
<p>It is the Company's current intention to use its funds to carry out the specific programmes referred to in this Section B and to expend any other available funds after these specific programmes are funded on programmes and projects that fall within the scope of the proposed amended objects. This will continue until the funds have been fully exhausted save for the amount required to continue to operate the Company until a decision is taken as to new sources of funding or to wind up the Company. If surplus funds still remain, they will be dealt with in accordance with the Company's Articles.</p>	

(Please continue on separate continuation sheet if necessary.)

SECTION C:**STATEMENT REGARDING THE PROPOSED ALTERATION TO A COMMUNITY INTEREST COMPANY'S OBJECTS**

1. We/I, the undersigned, declare that the company in respect of which this application is made will not be on the alteration of its objects:
 - (a) a political party;
 - (b) a political campaigning organisation; or
 - (c) a subsidiary of a political party or of a political campaigning organisation.⁵
2. We/I, the undersigned, declare that the following steps were taken to bring the proposed alteration of the objects of the company to the notice of persons affected by the company's activities.⁶ [*Insert a short description of the steps undertaken in the space below.*]

NCS Trust C.I.C. (the "Company") has, both in writing and orally, advised the National Citizen Service Trust (being the Royal Charter Body that assumed responsibility for the delivery of the NCS programme that is the subject of the Company's current objects) (the "Trust") that it proposes to develop, launch and operate new programmes in place of the NCS programme. The Company has engaged the Trust in both correspondence and meetings between the two entities' representatives concerning some of these new programmes.

The Company also proposes to continue to support the NCS programme, of which the Trust has also been made aware. Furthermore, the Company has engaged in preliminary correspondence and discussions with other parties with a view to continuing to support the NCS programme and to implementing other programmes, activities and projects consistent with its proposal to amend its objects. The Company intends to develop further initiatives involving programmes, activities and projects which will see it engage other parties that have not yet been identified and will only be identified once the nature of these new initiatives has been determined.

The Company's original objects were narrowly drawn in a manner consistent with its mandate in connection with the NCS programme, the result of which is that the currently proposed amendment of its objects is not expected to affect parties beyond those mentioned in the foregoing paragraph. When the Company conceives other initiatives it will engage the affected parties, as required.

SECTION D: SIGNATORIES

Each person who is a director of the company must sign the declarations.⁷

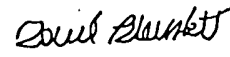
Signed



Date

31/03/2021

Signed



Date

01/04/2021

Signed

Date

Signed

Date

Signed

Date

(Please continue on separate continuation sheet if necessary.)

CHECKLIST

These declarations must be accompanied by the following documents – have you included them with your application?

- (a) A Form CC04 to notify the change of the company's objects
- (b) A special resolution to alter the company's objects in its articles
- (c) A printed copy of the articles of the company, as altered
- (d) Any completed continuation sheets

You do not have to give any contact information in the box opposite but if you do, it will help the Registrar of Companies to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Samuel Dowgill	
Stone King LLP	
1 Park Row, Leeds, LS1 5HN	
Tel: 0113 302 4706	
DX Number	DX Exchange

When you have completed and signed the form please send it to the Registrar of Companies at:

*Companies registered in **England and Wales**:* Companies House, Crown Way, Cardiff, CF14 3UZ (DX 33050 Cardiff)

*Companies registered in **Scotland**:* Companies House, 4th Floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh EH3 9FF (DX235 Edinburgh)

*Companies registered in **Northern Ireland**:* Companies House, 2nd Floor, The Linenhall, 32-38 Linenhall Street, Belfast, BT2 8BG

NOTES

⁷ This form will be placed on the public record. Any information relevant to the application that you do not wish to appear on the public record, should be described in a separate letter addressed to the CIC Regulator and delivered to the Registrar of Companies with the other documents.

² The alteration of the articles of a community interest company with respect to the statement of the company's objects does not have effect except in so far as it is approved by the CIC Regulator (regulation 13 of the Community Interest Company Regulations 2005 ("the Regulations")).

³ The community interest test is referred to in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 and is expanded upon in regulations 3, 4 & 5 of the Regulations.

⁴ E.g. "the residents of Oldtown" or "those suffering from XYZ disease".

⁵ An "excluded company" cannot be a CIC. Regulation 6 of the Regulations further defines what is an excluded company (political party, political campaigning organisation or subsidiary of either). If you are unsure whether an entity falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and the related terms "election", "governmental authority", "public authority" and "referendum") in regulation 2 of the Regulations.

⁶ The CIC must deliver to the CIC Regulator a statement of the steps that have been taken to bring the proposed alteration of the objects to the notice of persons affected by the company's activities (regulation 14(1)(b) of the Regulations)

⁷ This is required by section 14(2) of the Regulations.