

AGREEMENT FOR SERVICES – BOARD MEMBERS

IRVINE HOUSING ASSOCIATION LIMITED

From: Irvine Housing Association (Registered number 2459) of 44-46 Bank Street, Irvine, Ayrshire (“the Association”)

To: [] (“you”)

This document sets out the particulars of the Board Members services you agree to provide to the Association. Nothing in this agreement shall be interpreted or have effect as constituting any relationship of employer and employee or worker between the Association and you.

In taking any action in relation to this agreement, the Association shall take nor instigate any action that is in any way unreasonable or disproportionate.

1 Date of commencement of appointment

- 1.1 Your appointment as a Board Member commenced on [] (your “joining date”).
- 1.2 Your initial appointment is from your joining date until the date of the annual general meeting (“AGM”) of the Association held next after your joining date, unless your appointment is terminated earlier in accordance with the Association’s Rules, the Governance Framework Document as adopted from time to time by the Association (“the Governance Document”), Board re-structuring or the terms of this agreement.

2 Duties and obligations

- 2.1 Throughout your service as a Board Member you agree to comply with:
 - 2.1.1 The Association’s Rules; and
 - 2.1.2 The provisions of the Governance Document; and
 - 2.1.3 Your role description (where applicable); and
 - 2.1.4 The terms of reference of any Committee of which you become a member.

3 Appraisal

- 3.1 The performance of the Board as a whole, that of its committees, and your performance as an individual Board Member, will be appraised annually. You acknowledge that you are required to attend and participate in all such appraisals as a condition of Board membership. If, in the interim, there are any matters which cause you concern about your role, you should discuss them with the Chair as soon as is appropriate. The Association is free to raise any issues of concern with you at any time, notwithstanding the annual appraisal process.

4 Time commitment

- 4.1 We anticipate that the performance of your duties as set out in this agreement will take an average of [] working days per calendar month. You agree that you will devote a sufficient amount of your time to permit the proper discharge of your duties as a Board Member.
- 4.2 By entering into this agreement you confirm that you are able to allocate sufficient time to meet the requirement of your role. Repeated non-attendance at Board and / or Committee meetings (other than with the express permission of the Chair) may lead to termination of your appointment under Paragraph 7 below.

5 Conflicts of interest any probity

- 5.1 You confirm that you have declared any conflicts of interest that are apparent at present.
- 5.2 In the event that you become aware of any actual, potential or perceived conflict of interest, you undertake that you will disclose it to the Company Secretary as soon as it becomes apparent. This is a continuing obligation throughout the duration of the appointment.
- 5.3 You confirm that you have read the Association's Board and Committee Member's Code of Conduct, in the Governance Document, and that you are aware of the need to declare any benefits from Group Organisations and gifts and / or hospitality from other organisations in accordance with the requirements of the Code of Conduct.

6 Expenses

- 6.1 The Association will reimburse you on the presentation of evidence of actual payment for all reasonable expenses you incur in performing the duties of your office subject to such deductions as are lawfully required.

7 Termination

- 7.1 For the purposes of this clause 7 “group organisation” means the Association and / or any of its subsidiaries and / or each subsidiary of any such subsidiary.
- 7.2 Your appointment made under this agreement starts on your joining date and will remain in force until the occurrence of the earliest of the following:
 - 7.2.1 you are not reappointed as a member of the Board at the Association’s AGM held next following your joining date or at any subsequent AGM at which you are required by the Association’s Rules to retire by rotation; or
 - 7.2.2 you are removed as a member of the Board by a special resolution passed at a general meeting of the Association held in accordance with its Rules: or
 - 7.2.3 you are for four successive Board meetings absent without having your apologies for absence accepted by the Chair; or
 - 7.2.4 you cease to be a member of the Board by reason of your vacating office or otherwise pursuant to any provision of the Association’s Rules; or
 - 7.2.5 you cease to be a member of the Board by reason of Board re-structuring; or
 - 7.2.6 you are removed from office by the Association’s Board following Board Member disciplinary proceedings.
- 7.3 Upon the termination of your appointment under this agreement (in line with 7.2.6 above), your membership of the Association may terminate simultaneously, if agreed by Board, and if the Association so requires your membership of any group organisation or committee will also be terminated and you will surrender, and undertake to take all steps that are necessary to transfer, ownership of shareholding in the Association (and / or any group organisation) to the Association.
- 7.4 In the event of your failure to comply with clause 7.3 you hereby irrevocably authorise the Association to appoint someone in your name and on your behalf to sign and deliver such resignation or resignations or surrenders or transfers (as the case may be) to the Association and to each group organisation of which you are at that time an officer or shareholder.
- 7.5 You acknowledge that following termination of your appointment:
 - 7.5.1 all information acquired during your appointment remains confidential to the Association (and / or to any other group organisation) and should not be released (by whatever means) to third parties without prior clearance from the Chair, as outlined at Clause 8 below; and
 - 7.5.2 you shall not represent yourself as being in any way connected with the Association or any group organisation save where you remain in fact a shareholding member of such group organisation.
- 7.6 There is no entitlement to compensation following termination.

8 Confidential Information

- 8.1 In this agreement, Confidential Information means:
- 8.1.1 information relating to the businesses, finances, dealings, transactions and affairs of the Association (and / or to any other group organisation) including staff salaries and terms and conditions, formulae, inventions, designs, discoveries, know-how, methods, processes, techniques, trade secrets, technical data, business forms and operating procedures, policies and practices;
 - 8.1.2 information in respect of which the Association (and / or to any other group organisation) is bound by an obligation of confidentiality to a third party; and
 - 8.1.3 any information which is identified to you by the Association (and / or to any other group organisation) as being confidential or secret in nature or which ought reasonably to be regarded as confidential.
- 8.2 You will not, except in the proper performance of your duties under this agreement, either during the appointment or at any time after the termination of the appointment (howsoever caused), without the prior written consent of the Chair or as required by law, a court or tribunal of competent jurisdiction or any competent regulatory statutory body, use for your own benefit or for the benefit of any other person, company or other undertaking, or deliberately directly or indirectly divulge or disclose to any person any Confidential Information.
- 8.3 During the appointment, you will use your best endeavours to prevent the disclosure to third parties of any Confidential Information.

9 General

- 9.1 This agreement and any documents referred to in it sets out the entire agreement and understanding of the parties to it and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this agreement. Neither party to this agreement shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set out in this agreement.
- 9.2 This agreement shall not be construed so as to create a partnership or joint venture between the parties. Nothing in this agreement shall be construed so as to constitute either party as the agent of the other party or the agent of any third party.
- 9.3 No failure or delay on the part of either party to this agreement to exercise any right or remedy under this agreement shall be construed or operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy as the case may be.

9.4 The remedies provided in this agreement are in addition to, and not exclusive of, any remedies provided by law.

10 Variation

10.1 No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed on behalf of the Association and by you.

11 Notices

11.1 Any documentation required to be served under this agreement may be delivered or sent by first class post (deemed to arrive on the second business day after posting) at the registered office of the Association and / or to your last known address.

12 Law

12.1 The validity, construction and performance of this agreement shall be governed by Scots law.

SIGNED
[]

Date:

SIGNED behalf of

Irvine Housing Association
Limited

Title: Company Secretary

Date: