

BOARD MEMBER AGREEMENT FOR SERVICES

Dated: XXXX

XXXX

and

Irvine Housing Association Limited

BOARD MEMBER AGREEMENT FOR SERVICES

Devonshires 30 Finsbury Circus

London EC2M 7DT

This Agreement is between:

- (1) **Irvine Housing Association Limited (trading as Riverside Scotland)** a registered society under the Co-operative and Community Benefit Societies Act 2014 (Registered Number 2459RS) and a Scottish charity (Charity Number SC042251) having its registered office at 44-46 Bank Street, Irvine, Ayrshire, KA12 0LP (**"the Association"**); and
- (2) **XXXX of address ("You")**.

1 Appointment

- 1.1 Your appointment to the Board of the Association is from **XXXX** until the conclusion of the Association's annual general meeting in **XXXX** unless terminated earlier or extended in accordance with the Constitution and/or this Agreement.
- 1.2 Your appointment is subject to the Constitution, and nothing in this Agreement shall be taken to exclude or vary the terms of the Constitution as they apply to you as a Board Member.
- 1.3 You may be requested to also take appointment to the Board of any Associated Company and in such circumstances you will receive a separate letter setting out the terms of such appointment.

2 Time Commitment

- 2.1 By entering into this Agreement you confirm that you are able to and will devote such of your time, attention and skill as may be necessary for the proper discharge of the requirements of your role.
- 2.2 You will be expected to devote appropriate time to preparation ahead of each meeting, and to consider all relevant papers.
- 2.3 The nature of this role makes it impossible to be specific about the maximum time commitment required. You may be required to devote additional time to the Association from time to time, particularly when the Association is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board, Committee or general meetings of the Association, which will be done in accordance with the Constitution.
- 2.4 The agreement of the Board should be sought before you accept additional commitments that might affect the time you are able to devote to your role as a Board Member.

3 Role/duties

- 3.1 You will perform those duties normally associated with the office of a Board Member including, without limitation, those duties set out in this Agreement, the Constitution, in any Role Description or other guidance as issued to you from time to time and applicable legislation. You are expected to work with and through the Board, and you are not expected to undertake executive duties or to assume executive responsibilities.
- 3.2 You are expected to act in the best interests of the Association at all times.

- 3.3 You are expected to perform your duties with reasonable skill and care, ensure that the activities of the organisation fall within the Association's permitted objects set out in the Constitution and are exercised in accordance with its powers, and use your powers solely for the purpose for which they are conferred on you.
- 3.4 You acknowledge that you have the same general legal responsibilities to the Association as any other Board Member.
- 3.5 In addition, you may be required to be a member of such Committees of the Board on such terms as the Board may determine and will undertake those additional duties applicable to such role as set out in the Role Description(s) issued to you from time to time.
- 3.6 You will be expected to:
 - 3.6.1 Uphold and comply with the Code of Governance and Code of Conduct;
 - 3.6.2 Uphold and comply with the Association's policies, procedures and standing orders as set and amended from time to time by the Board;
 - 3.6.3 Act within the terms of and comply with the Constitution, the Governance Framework Document and the terms of your Role Description(s);
 - 3.6.4 Uphold and promote the core policies, purpose, values and objectives of the Association (including its commitment to anti-corruption and to diversity and equal opportunities) and to avoid doing anything which might bring the Association into disrepute;
 - 3.6.5 Contribute to and share responsibility for decisions of the Board and/or any Committee of which you are, from time to time, a member;
 - 3.6.6 Attend induction, training and performance review sessions and other such sessions or events as are reasonably required by the Association;
 - 3.6.7 Undergo evaluation of your performance as the Board may require from time to time, and to take any actions agreed arising from that evaluation;
 - 3.6.8 Read Board and/or Committee papers (as applicable) before meetings, sufficiently so as to contribute at meetings;
 - 3.6.9 Immediately report to the Company Secretary your own wrongdoing or the wrongdoing or proposed wrongdoing of any Board Member or employee of the Association of which you become aware;
 - 3.6.10 Represent the Association when requested; and
 - 3.6.11 Carry out the specific duties listed in the profile, spending the appropriate amount of time, as set out in the Schedule.
- 3.7 If at any time during your appointment as a Board Member, you are appointed as Chair you will also be expected to fulfil the role and duties and display the attributes set out in the Chair's Role Description, as amended by the Board from time to time.
- 3.8 The Board as a whole is collectively responsible for ensuring the success of the Association and ensuring its compliance with all legal and regulatory obligations by directing and supervising the Association's affairs. The Board:
 - 3.8.1 Provides leadership of the Association;

- 3.8.2 Sets the Association's strategic aims, ensures that the necessary financial and human resources are in place for the Association to meet its objectives, and reviews management performance; and
 - 3.8.3 Sets the Association's values and standards and ensures that its legal and regulatory obligations are understood and met.
- 3.9 You will be expected to attend all meetings of:
 - 3.9.1 The Board; and
 - 3.9.2 All Committees of which you are a member,

unless you prevented from doing so as a result of any provision in the Constitution, Governance Framework Document, relevant standing orders, the Code of Governance or the Code of Conduct.
- 3.10 You will be expected to familiarise yourself efficiently with all matters relevant to the work undertaken by the Board, including any relevant regulatory and statutory provisions.

4 Outside interests

- 4.1 It is accepted and acknowledged that you have business interests other than those of the Association. You agree that you have declared any actual or potential conflicts that are apparent at present.
- 4.2 You undertake that you will declare, as soon as they become apparent, all and any relevant interests, whether actual or potential, direct or indirect, as required by the Constitution, or the Governance Framework Document, the Code of Conduct, the Code of Governance, or any other relevant codes of conduct, standards, probity or similar or policies on payments and benefits or similar. In certain circumstances, the agreement of the Board may be required before you accept further commitments which may give rise to a conflict of interest.
- 4.3 You also agree that you will not (except where permitted by the Constitution and with the prior sanction of a resolution of the Board) be directly or indirectly employed, engaged, concerned or interested in, or hold any office in, any business which undertakes similar services to those of the Association or which is a customer or supplier of services to the Association, save that this clause 4.3 shall not apply in respect of your membership of, or membership of the board of management or any committee of any Associated Company.
- 4.4 Save as permitted by the Constitution, you will not vote on any resolution of the Board or of one of its Committees on any matter where you have any direct or indirect interest.

5 Confidentiality

- 5.1 You acknowledge that all Relevant Information is confidential to the Association and should not be released or disclosed to third parties, either during your appointment or following termination of your appointment (by whatever means), without prior clearance from:
 - 5.1.1 The Chair;
 - 5.1.2 The Board (in the event that you are appointed as or are acting as the Chair at the time that you are proposing to release the Relevant Information); or
 - 5.1.3 The Company Secretary,

provided that you must in each case comply with clause 5.3, or as permitted by clause 5.2.

5.2 You may disclose Relevant Information:

5.2.1 To the extent that you are required to do so by law or by a court order, provided that you use all reasonable endeavours to give the Association prior written notice of any such disclosure and do limit such disclosure to that which is legally required; or

5.2.2 Where the Relevant Information has (other than by reason of your breach) become available to the public generally.

5.3 You undertake to ensure that each person to whom Relevant Information is disclosed in accordance with clauses 5.1.1 to 5.1.3 (inclusive):

5.3.1 Is made aware of the confidential nature of the Relevant Information;

5.3.2 Observes the terms of this Agreement as if he or she were a party to it; and

5.3.3 If requested by the Association, enters into written undertakings similar to those contained in this Agreement,

and you acknowledge that you will be responsible for any breach of the terms of this Agreement by any person to whom Relevant Information is disclosed as permitted by clauses 5.1.1 to 5.1.3 (inclusive).

5.4 You acknowledge the need to hold and retain, and ultimately to dispose of, Relevant Information under appropriately secure conditions and in accordance with the Association's policies from time to time, and you agree not to remove, or allow others to remove, any Relevant Information from the Association's premises other than to the extent that it is strictly necessary to do so for the proper performance of your duties as a Board Member.

5.5 You acknowledge that the Relevant Information is and will remain the property of the Association and must be delivered to the Association as soon as practicable upon request.

5.6 You undertake:

5.6.1 Not to use the Relevant Information for any purpose other than fulfilling your duties as a Board Member;

5.6.2 Not to obtain or seek to obtain any financial advantage (direct or indirect) from the disclosure of Relevant Information; and

5.6.3 Not to make or use any Copies other than with the prior approval of the Chair, or the Board in the event that you are appointed as or are acting as the Chair, or the Company Secretary.

5.7 For the avoidance of doubt, this clause 5 shall continue in force following the termination of this Agreement for whatever reason.

6 Property

Save where such equipment is provided to you by the Association, you will ensure that you have any necessary IT equipment to satisfactorily undertake your duties, which must be compatible with the Association's system(s) and software.

7 Review Process

- 7.1 Your performance as an individual Board Member and the performance of the whole Board and its Committees will be evaluated annually. You are required to attend and participate in all performance reviews related to your individual performance as a Board Member and the performance of the Board as a whole.
- 7.2 If at any time there are any matters which cause you concern about your role you should discuss them with the Chair as soon as appropriate. If you are appointed or are acting as the Chair, then you should discuss any concerns initially with the Company Secretary.

8 Renewal of term of office

Your appointment as a Board Member may be renewed for a further fixed term by the Association, provided this is permitted by the Constitution and the Association's Code of Governance. No Board Member can complete more than nine years consecutive service on either the Board of the Association or any Associated Company save as permitted by the Constitution.

9 Termination

- 9.1 Your appointment, and this Agreement (including, without limitation, your appointment to any particular office or Committee), will terminate forthwith without any entitlement to compensation if you:
- 9.1.1 cease to be a Board Member in accordance with the Constitution;
 - 9.1.2 are not re-appointed as a Board Member following the expiry of your fixed-term;
 - 9.1.3 are removed as a Board Member for whatever reason whether by a special resolution passed at a general meeting of the Association held in accordance with the Constitution or by a resolution passed by two-thirds of Board Members in accordance with the Constitution;
 - 9.1.4 vacate your office (or are deemed to have vacated your office under the Constitution);
 - 9.1.5 are the subject of a requirement or order for removal from an organisation with the statutory authority to do so;
 - 9.1.6 act in any way which in the opinion of the Board brings the Association into disrepute or which is considered by the Board to be incompatible with the role of Board Member and the Board resolves that you should be removed by a two thirds majority;
 - 9.1.7 are notified by the Chair notifies you that s/he consider there has been a material breach at any time in the performance of your duties under this Agreement or that you have been in breach of clause 3 of this Agreement or the Code of Governance.
- 9.2 If the Association exercises the right to terminate your appointment under this clause 9, such termination shall be without prejudice to any other rights or remedies which the Association may have or be entitled to exercise against you.

10 Position on termination

- 10.1 You acknowledge that upon the termination of your appointment for any reason and by whatever means you shall, without any right or claim for compensation:
- 10.1.1 Your membership of the Association shall cease in accordance with the Constitution (unless your continuing membership was permitted by a resolution of the Board prior to that termination) and if the Association so requires, cease membership of any Associated Company;
 - 10.1.2 At the request of the Association immediately resign from all offices that you hold pursuant to the terms of this Agreement, including any office in any Associated Company where the Association requests this;
 - 10.1.3 At the request of the Association surrender, and undertake to take all steps that are necessary to transfer ownership of, any shareholding in the Association and/or any Associated Companies; and
 - 10.1.4 Not represent yourself as being in any way connected with the Association or any of its Associated Companies.
- 10.2 In the event of your failure to comply with clauses 10.1.2 and/or 10.1.3 above, you hereby irrevocably authorise the Company Secretary 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 of its Associated Companies of which you are at the time an officer or (as the case may be) shareholder.
- 10.3 Upon termination of your appointment for any reason and by whatever means, or at any time at the Board's request, you shall immediately:
- 10.3.1 Return to the Association all Relevant Information and other property belonging to the Association, or to any Associated Companies, which may be in your possession or under your control, and (for the avoidance of doubt) you shall not retain any Copies thereof; and
 - 10.3.2 Delete, irretrievably, any Relevant Information stored on any magnetic or optical disk or memory, including personal computer networks, personal email accounts or personal accounts on websites, and all matter derived from such sources, which is in your possession or under your control outside the Association's premises, and (for the avoidance of doubt) you shall not retain any Copies thereof.
- 10.4 For the avoidance of doubt, this clause 10 shall continue in force following the termination of this Agreement for whatever reason.

11 Status

- 11.1 It is agreed and recognised between the parties that:
- 11.1.1 You are and will remain at all times during the period of your appointment a Board Member and nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee between the Association and you; and
 - 11.1.2 There is no one working for the Association who has a comparable full time position.
- 11.2 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.

12 General

- 12.1 This Agreement and any documents referred to in it embody and set out the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set out in this Agreement provided that nothing in this clause shall affect the fact that your appointment is subject to the Constitution, and that nothing in this Agreement shall be taken to exclude or vary the terms of the Constitution as they apply to you as a Board Member.
- 12.2 This Agreement shall not be amended, modified, varied or supplemented except as agreed in writing and signed by the parties.
- 12.3 No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights of remedies provided by law.
- 12.4 The Contract (Third Party Rights) (Scotland) Act 2017 shall not apply to this Agreement. No person other than you and the Association shall have any rights under this Agreement and the terms of this Agreement shall not be enforceable by any person other than you and the Association.
- 12.5 Except as otherwise provided in this Agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it, save that the Association may assign its rights to any Associated Company on prior written notice to you.
- 12.6 You acknowledge that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Association shall be entitled to the granting of equitable relief (including without limitation interlocutory relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

13 Insurance

The Association has directors' and officers' liability insurance in place. It is intended to maintain such cover for the full term of your appointment at a minimum indemnity limit of £5 million. A copy of the policy documentation is available upon request from the Association.

14 Data protection

- 14.1 The Association will process personal data and sensitive personal data (also known as 'special categories of personal data') and criminal records data relating to you in accordance with our Data Protection Policy and Data Protection Privacy Notice(s) in place from time to time, which are available from the Company Secretary.
- 14.2 You will comply with your obligations under the Data Protection Policy and other relevant policies, including in relation to internet, email and communications, and information security.
- 14.3 The Association may transfer personal data and special category data outside the

European Economic Area in accordance with our Data Protection Privacy Notice.

- 14.4 The Association may change its Data Protection Policy at any time and will notify you in writing of any changes.

15 Notices

- 15.1 Any notice to be given hereunder shall be in writing and be sufficiently served:

15.1.1 In your case by being delivered either personally to you or sent by registered post or by Electronic Communication to the last address for such communication given to the Company Secretary; or

15.1.2 In the case of the Association by being delivered at or sent by registered post or recorded delivery addressed to its registered office marked for the attention of the Company Secretary or by Electronic Communication to the Company Secretary.

- 15.2 Any such notice if so posted shall be deemed to be served:

15.2.1 If delivered personally, upon delivery

15.2.2 If posted by first class post, two clear days after being posted

15.2.3 If sent by recorded delivery, upon successful delivery

15.2.4 If sent by Electronic Communication, one hour after transmission provided that no transmission notification of non-delivery or error has been received by the person.

- 15.3 You shall advise the Company Secretary promptly of any change in your address or other personal contact details.

16 Declaration

- 16.1 By signing this document you are agreeing and declaring that you are not aware of any reasons that would or would be likely to make you ineligible to serve as a Board Member of the Association and in particular that:

16.1.1 You are not an undischarged bankrupt or subject to any undischarged compositions or arrangements with your creditors;

16.1.2 You are not disqualified for any reason, nor been removed, from acting as a company director or charity trustee or board member of a registered or community benefit society or an officer of a registered provider of social housing;

16.1.3 You have not been convicted of any indictable offence or any offence involving deception or dishonesty, unless the conviction is legally regarded as spent;

16.1.4 You have not been convicted of any offence that would be likely to bring the Association into disrepute or might be incompatible with the position of Board Member;

16.1.5 You are not in dispute with the Association or any of its Associated Companies, or in breach of any agreement with the Association or any of its Associated Companies;

16.1.6 You are not for any other reason ineligible to be a Board Member of the

Association pursuant to the Constitution; and

- 16.1.7 You have made a full declaration to the Association of any actual or potential conflicts of interest affecting you, members of your family and businesses or other organisations with which you are associated.

17 Law and jurisdiction

The terms of this Agreement shall be governed by Scots law and the parties agree to submit to this jurisdiction in the case of dispute.

18 Definitions

It is agreed as follows:

Agreement	means this agreement, including the Schedule;
Associated Company	means any company, registered or community benefit society, partnership, or other entity, which is directly or indirectly controls the Association or in respect of which the Association has an interest of any nature, together with any other bodies to which you may have been nominated or appointed by the Association. Associated Companies shall be construed accordingly;
Board	means the governing body from time to time of the Association;
Board Member	means a member of the Board;
Chair	means the chair of the Association;
Code of Conduct	means any code(s) of conduct for Board Members as adopted by the Association from time to time;
Code of Governance	means any code(s) of governance adopted by the Association from time to time;
Committee	means any committee of the Association to which a Board Member may be appointed in accordance with the Constitution and Code of Conduct. Committees shall be construed accordingly;
Constitution	means the rules or articles of association or other governing instrument (as the case may be) which govern the Association as adopted and amended by the Association from time to time;
Copies	means any copies or records of any Relevant Information (including but not limited to photocopies, scans, extracts, analyses, studies, plans, compilations, or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Relevant Information);
Data Protection Policy	means the policy adopted by the Association on data protection from time to time;
Data Protection Privacy Notice	means the privacy notice adopted by the Association on processing of

	personal data from time to time;
Electronic Communication	shall have the meaning set out in section 148 of the Co-operative and Community Benefit Societies Act 2014;
Governance Framework Document	means the governance framework adopted by the Board from time to time;
Regulator	means the Scottish Housing Regulator, or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory function;
Relevant Information	<p>means all information obtained by you in connection with your holding office as a Board Member (and/or in connection with your application to become, and/or the process of your appointment as, a Board Member), in whatever form (including but not limited to written, oral, visual, or electronic form or on any magnetic or optical disk or memory) and including any Copies, and wherever located and whether or not such information (in anything other than oral form) is marked confidential, and including but not limited to:</p> <ul style="list-style-type: none"> (a) any information relating to the business of the Association or its Associated Companies (including but not limited to financial information, existing and prospective contracts and targets, marketing initiatives and strategy, business plans or reports, business programmes or policies and business systems); (b) any information which you, acting reasonably, would expect the Association or its Associated Companies to regard as confidential; and (c) any information which the Association or its Associated Companies labels as, or inform you is, confidential
Role Description	means any job description, role description, competencies statement or similar document as issued to you by the Association from time to time;
Schedule	means the schedule annexed as relative hereto.

IN WITNESS WHEREOF these presents typewritten on this and the [11] preceding pages are executed by the parties as follows:

Subscribed for and on behalf of Irvine Housing Association Limited

by

Authorised Signatory

Full Name of Signatory (Please Print)

at

Town/city of signing

on

Date of signing

before

Witness (Signature)

Witness Name (Please Print)

Witness Address

Signed by **XXXX**

at

Town/city of signing

on

Date of signing

before

Witness (Signature)

Witness Name (Please Print)

Witness Address

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING AGREEMENT BETWEEN
IRVINE HOUSING ASSOCIATION LIMITED AND XXX**

THE ROLE OF BOARD MEMBER

- Provide strategic leadership to the Association, ensuring compliance with its vision, values, strategic direction and objectives.
- Ensure that appropriate plans and policies are in place to deliver the Association's strategic objectives and achieve value for money.
- Support and constructively challenge, as necessary, the Association's Senior Management Team.
- Promote good governance and ensure that the Association acts in accordance with its constitution, governance framework and relevant legal and regulatory framework.
- Provide oversight of the integrity of financial information, scrutinising and approving each year's budget, business plan and annual accounts.
- Monitor the Association's performance in relation to its objectives, plans, budgets, controls and decisions.
- Ensure that the organisation has in place a robust and effective risk management framework and oversee its adoption.
- Oversee an appropriate framework of delegation and control.
- Contribute to the Board's work in carrying out all other key functions as detailed in the "Key functions of the Board" document.
- Attend functions, training sessions, away days and other meetings as required from time to time.
- Undertake induction and appraisal activity in line with the Board's agreed programme.
- Promote and champion the organisation's values internally and externally.
- Establish and maintain constructive working relationships with Board colleagues, Executives and officers;
- Attend, prepare for and participate in Board and relevant Committee meetings.
- Comply with Riverside Scotland's Code of Conduct and the Board Member Agreement for Services.
- Act in accordance with Board Member and/or Company Director duties including, where appropriate, the duties applicable to charity trustees.
- Display passion, energy and enthusiasm for the role and for Riverside Scotland's vision and values.
- Be committed to working in the best interests of current and future residents.
- Be a strong leader with personal and professional credibility.
- Possess a high degree of probity and integrity.
- Work in a collaborative, open and engaging style.
- Be committed to accountability, transparency and equality of opportunity.
- Be self-aware and open to feedback and personal development.
- Be able to commit the time necessary to undertake the role to a high standard.

A Board Member may also be appointed as the Chair of a Committee and shall:

- Lead the Committee in discharging its duties and responsibilities under its Terms of Reference;
- Set the annual work plan, setting the agenda (with the help and advice of the Company Secretary and in collaboration with the lead Senior Management Team member);
- Ensure that all Committee members are given the opportunity to contribute to the discussion constructively and express their views before decisions are taken.
- Ensure Committee meetings take place at appropriate intervals and times.
- Consider requests for agenda items from Committee members.
- Create and manage effective relationships and information flows between Committee members, other Committees and the Senior Management Team.
- Act as the Committee's spokesperson and report regularly to the Board on the Committee's activities and matters arising.