



Agreement of Service for Board Members

DATED:

Berneslai Homes Limited

and

Name

Agreement for Services

Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
B3 2ES
Ref: 28563.0013

DATED: 29 September 2022

PARTIES:

1. Berneslai Homes Limited of 10th Floor, Gateway Plaza, Off Sackville Street, Barnsley, S70 2RD; and
2. **Name, Address**

AGREEMENT:

1. Definitions

1.1. These words have the following meanings:

Agreement	this Agreement as amended from time to time in accordance with its provisions;
Articles	the Articles of Association of the Organisation from time to time in force;
AGM	an annual general meeting of the Organisation;
Barnsley	the Barnsley metropolitan borough area;
Board	the board of directors from time to time of the Organisation;
Board Member	a member of the Board;
Chair	the Chair of the Board;
Code of Conduct	the code of conduct for Board Members from time to time in force;
Committees	the Audit, Customer Services, Human Resources and Remuneration Committees of the Board and such other committees as the Board may from time to time establish;

Fee	the fee payable to you pursuant to clause 6;
including	including, without limitation;
Organisation	Berneslai Homes Limited;
Services	the services supplied by you under the terms of this Agreement; and
you	the Board Member with whom the Organisation has entered into this Agreement

1.2 References to clauses are to those contained in this Agreement

2. Appointment

2.1. Your appointment on the terms of this Agreement was approved and will commence immediately.

2.2. Your **appointment** will expire on the date of the **AGM in 20??**, unless

2.2.1. otherwise terminated earlier under this Agreement or in accordance with the Articles; or

2.2.2. extended pursuant to the powers set out in the Articles.

2.3. Nothing contained in this Agreement is to be construed or have effect as a relationship of employer and employee between the Organisation and you.

3. Termination

3.1. Your **appointment** will terminate immediately without any entitlement to compensation if:

3.1.1. you are not re-appointed as a Board Member at the **AGM in 20??** or any subsequent AGM at which you are required by the Articles to retire by rotation; or

- 3.1.2. you cease to be a Board Member as a consequence of your resigning from office; or
 - 3.1.3. you are removed as, or cease to be, a Board Member pursuant to any provision in the Articles; or
 - 3.1.4. you cease to be a Board Member for any other reason.
- 3.2 Your salary will terminate on the day you cease to be a board member. Any outstanding expenses will be honoured.

4. Commitment and Time

- 4.1. You will perform those duties normally applying to the office of Board Member, including those set out in clause 5.
- 4.2. In addition, you may be asked from time to time to serve on the Committees.
- 4.3. You are expected to work with and through the Board.
- 4.4. You are not expected either to undertake executive duties or assume executive responsibilities.
- 4.5. It is anticipated your duties will take up to thirty days a year to carry out. You confirm you are able to allocate sufficient time to meet these requirements.
- 4.6. You must obtain the written approval of the Chair before accepting any additional commitment that may affect your role as a Board Member.

5. Role and Duties

- 5.1. You acknowledge you have the same general legal responsibilities to the Organisation as any other Board Member.
- 5.2. The Board as a whole is collectively responsible for ensuring the success of the Organisation and its compliance with all legal and regulatory obligations.

- 5.3. It does this by directing and supervising the Organisation's affairs. In particular, the Board:
- 5.3.1. provides entrepreneurial leadership of the Organisation within a framework of prudent and effective controls that enable risk to be assessed and managed;
 - 5.3.2. sets the Organisation's strategic aims, values and standards;
 - 5.3.3. ensures the necessary financial and human resources are in place for the Organisation to meet its objectives;
 - 5.3.4. reviews management performance; and
 - 5.3.5. ensures the legal and regulatory obligations of the Organisation are understood and met.
- 5.4. Your role as a Board Member encompasses the following key elements:
- 5.4.1. **Strategy:** you should challenge and contribute constructively to the development of the strategy of the Organisation;
 - 5.4.2. **Performance:** you should scrutinise the performance of the Organisation in meeting agreed goals and objectives, and monitor the reporting of performance;
 - 5.4.3. **Risk:** you should satisfy yourself that financial information is accurate, and that financial controls and systems of risk management are robust and defensible; and
 - 5.4.4. **People:** you should determine appropriate levels of remuneration for the senior management team and have a prime role both in succession planning and the appointment of senior management.
- 5.5. You agree that at all times during the currency of this Agreement you will:

- 5.5.1. comply with the Organisation's policies, procedures and standing orders in force from time to time;
- 5.5.2. act within the Articles;
- 5.5.3. uphold and promote the core policies, purpose, values and objectives of the Organisation (including its commitment to equal opportunities);
- 5.5.4. contribute to and share responsibility for decisions of the Board and Committees;
- 5.5.5. attend induction, training and performance review sessions and other such sessions or events as are reasonably required by the Organisation;
- 5.5.6. attend regularly meetings of the Board and (where appropriate) the Committees;
- 5.5.7. read Board and/or Committee papers before meetings;
- 5.5.8. represent the Organisation at external and internal events, when requested;
and
- 5.5.9. uphold and abide by the Code of Conduct.

6. The Fee

- 6.1. The Fee for acting as a Board Member will be £???.?? gross per annum.
- 6.2. This will be paid monthly in arrears after deducting PAYE and Class 1 national insurance contributions.
- 6.3. The Fee will be subject to annual review by the Board, but without any obligation for it to be increased.
- 6.4. The Fee may be reduced by such amount as the Board in its absolute discretion determines, if you:

- 6.4.1. fail to attend 3 Board meetings within a period of 12 months; and/or
- 6.4.2. fail to undertake your duties under this Agreement properly
- 6.5. Any such reduction may be recovered from subsequent instalments of the Fee, or otherwise as the Board may in its absolute discretion determine.
- 6.6. A failure referred to in clause 5.4 will also constitute a material breach of this Agreement.

7. Expenses

- 7.1. Subject as noted below, the Organisation will reimburse all reasonable and properly documented expenses you incur in performing the duties of your office.
- 7.2. These include expenses related to attendance at conferences, training events and external events outside Barnsley.
- 7.3. For the avoidance of doubt, certain costs are not reimbursable as the Fee includes an allowance for them. The costs in question are those relating to:
 - 7.3.1. travel within Barnsley;
 - 7.3.2. telephone rental and usage; and
 - 7.3.3. internet connection

8. Outside Interests

- 8.1. You will declare any direct or indirect interest whenever required by the Articles, the Code of Conduct or any relevant statutory provision.
- 8.2. It is accepted and acknowledged you may have business interests other than those of the Organisation.
- 8.3. You confirm you have declared any conflicts that exist currently.
- 8.4. If you subsequently become aware of any actual or potential conflict of interest, you will disclose it to the Chair as soon as reasonably possible.

9. Confidentiality

- 9.1. All information acquired during your appointment is confidential to the Organisation.
- 9.2. Such information should not be released to third parties without prior written approval of the Chair.
- 9.3. This obligation applies both during the currency of this Agreement, and after it comes to an end.

10. Induction

- 10.1. As soon as reasonably possible after your appointment, the Organisation will provide a comprehensive, formal and tailored induction programme
- 10.2. You are required to attend this programme as part of your duties as a Board Member.

11. Review process

- 11.1. Your performance as an individual Board Member, and the collective performance of the Board and the Committees, will be evaluated annually.
- 11.2. You are required to attend and participate in all relevant performance reviews both individual and collective.
- 11.3. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chair on a timely basis.

12. Insurance

- 12.1. The Organisation has officers' liability insurance in place, and it is intended to maintain such cover for the full term of your appointment.
- 12.1. The current indemnity limit is £2M and a copy of the policy document is available upon request from the Secretary of the Organisation.

13. Position on Termination

- 13.1. The following provisions apply upon the termination of this Agreement for whatever reason.
- 13.2. On request from the Organisation, you will resign immediately from all offices you hold pursuant to the terms of this Agreement.
- 13.3. If you fail to comply with clause 13.2, the Organisation may appoint someone in your name and on your behalf to sign and deliver appropriate forms of resignation.
- 13.4. You will not represent yourself as being in any way connected with the Organisation.
- 13.5. You will return to the Organisation any of its assets you may have in your possession or under your control.
- 13.6. On request from the Organisation, you will surrender to it all papers, documents and records relating to the Organisation, whether in physical or electronic form.

14. General

- 14.1. This Agreement and the documents referred to in it set out all the arrangements between the Organisation and you. It supersedes anything that may have existed previously concerning the subject matter of this Agreement.
- 14.2. This Agreement may only be changed in writing signed by or on behalf of both the Organisation and you.
- 14.3. No failure or delay in exercising any right or remedy under this Agreement is to be construed or operate as a waiver.
- 14.4. Similarly, a single or partial exercise of any such right or remedy is not to be construed or operate as a waiver.
- 14.5. The rights and remedies provided in this Agreement are cumulative, and do not exclude any rights or remedies provided by law.

15. Notices

15.1. Any notice given under this Agreement is to be in writing.

15.2. Notices may be served:

15.2.1. on you, by personal delivery or registered post addressed to you at your usual or last known place of abode; or

15.2.2. on the Organisation, by personal delivery or registered post addressed to its registered office and marked for the attention of the Chair.

15.3. Any notice sent by post will be deemed served on the second day following that on which it was posted.

16. Jurisdiction

16.1. The terms of this Agreement are governed by the Laws of England.

16.2. Both parties agree to submit to this jurisdiction in the case of dispute.

IN WITNESS of which the parties have signed this Agreement on the date set out above.

SIGNED by	Amanda Garrard duly authorised on behalf of BERNESLAI HOMES LIMITED	Signature:
In the presence of	Name:	Signature:
SIGNED by	Name	Signature:
In the presence of	Name:	Signature: