

Dated: [INSERT DATE]

ST GEORGE HOUSING LIMITED

And

[INSERT FULL NAME]

BOARD MEMBER DEED OF AGREEMENT FOR SERVICES

Devonshires

30 Finsbury Circus

London EC2M 7DT

[INSERT COMMENCEMENT DATE]

Parties

- (1) ST GEORGE HOUSING LIMITED, a private limited Association incorporated in England and Wales (with Association No.:9036) the registered office of which is situated at Office1574, 182-184 High Street North, East Ham, London, England, E6 2JA (the **Association**)
- (2) [INSERT YOUR FULL NAME AND ADDRESS]

1 Appointment

- 1.1 Your appointment as a Board Member commenced on the [insert date]. Your appointment will continue for 3 years until [insert date] unless terminated early or extended in accordance with the Constitutional Rules and this Agreement.
- 1.2 Your appointment is subject to the Constitutional Rules, and nothing in this Agreement shall be taken to exclude or vary the terms of the Constitutional Rules as they apply to you as a Board Member.

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 which will be done in accordance with the Constitutional Rules.

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, and in any Role Description or other guidance as issued to you from time to time. 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 comply with the statutory statement of duties imposed on you as a director set out in the Charities Act 2011 including:
 - 3.2.1 The duty to act within best interest of the Association;
 - 3.2.2 The duty to exercise reasonable skill, care and diligence;
 - 3.2.3 The duty to act within powers;
 - 3.2.4 The duty to avoid conflicts of interest;
 - 3.2.5 The duty not to benefit from the Association;

- 3.2.6 Any other directors' duties set out in the Act as in force from time to time.
- 3.3 You acknowledge that you have the same general legal responsibilities to the Association as any other Board Member.
- 3.4 You will be expected to:
 - 3.4.1 Uphold and comply with the Association's Code of Governance and Code of Conduct;
 - 3.4.2 Uphold and comply with the Association's policies, procedures and standing orders as set and amended from time to time by the Board;
 - 3.4.3 Act within and comply with the Constitutional Rules and the terms of your Role Description(s);
 - 3.4.4 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;
 - 3.4.5 Contribute to and share responsibility for decisions of the Board and/or any Committee of which you are, from time to time, a member;
 - 3.4.6 Attend induction, training and performance review sessions and other such sessions or events as are reasonably required by the Association;
 - 3.4.7 Undergo evaluation of your performance as the Board may require from time to time, and to take any actions agreed arising from that evaluation;
 - 3.4.8 Read Board and/or Committee papers (as applicable) before meetings, sufficiently so as to contribute at meetings;
 - 3.4.9 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;
 - 3.4.10 Represent the Association when requested; and
 - 3.4.11 Carry out the specific duties listed in the profile, spending the appropriate amount of time, as set out in Attachment One.
- 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 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:
 - 3.6.1 Provides leadership of the Association;
 - 3.6.2 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

- 3.6.3 Sets the Association's values and standards and ensures that its legal and regulatory obligations are understood and met.
- 3.7 You will be expected to attend all meetings of:
 - 3.7.1 The Board; and
 - 3.7.2 All Committees of which you are a member,
 unless you prevented from doing so as a result of any provision in the Act, the Constitutional Rules, relevant standing orders, the Code of Governance or the Code of Conduct.
- 3.8 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 Fees

- 4.1 Where funds allow, you will be paid a fee (to be confirmed) in respect of your duties as Board Member which will be paid quarterly in arrears after deduction for PAYE and Class 1 national insurance deductions if any (the Fee).
- 4.2 This fee will become payable once the housing association receives registered landlord status.
- 4.3 The Fee will be subject to review from time to time by the Association and is payable subject always to compliance by the Association and by you with any regulations or guidance issued by the Regulator or other regulatory body.
- 4.4 The Association will reimburse you for all reasonable and properly authorised and documented expenses you actually incur in performing the duties of your office subject to:
 - 4.4.1 Compliance with the Constitutional Rules and any relevant policies or standing orders, as amended from time to time; and
 - 4.4.2 Such deductions as are lawfully required and in accordance with the Association's policies or standing orders from time to time.
- 4.5 You may choose to decline payment or pay the Fee to a charity of your choice and agree in such circumstances that you will be responsible for any tax and loss of entitlement to state benefits as a result of your decision. This is a matter between you and the relevant authorities.
- 4.6 In the event that you fail to attend 2 Board meetings (including any meetings of Committees of the Board) within a period of 3 months and/or fail to properly undertake your duties under this Agreement, the Fee will be reduced by such amount as the Board in its absolute discretion determines, and such reduction shall be deducted from any subsequent fees owed. Further such failure will constitute a material breach of this Agreement.
- 4.7 You acknowledge and agree that section 90 of the Pensions Act 2008 applies to your position as a Board Member of the Association and that consequently you are not a 'worker' for the purposes of the Pensions Act 2008. You acknowledge and agree that you have no entitlement to join or be automatically enrolled in any pension scheme that may be offered by the Association from time to time.

5 Outside interests

- 5.1 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.

- 5.2 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 Constitutional Rules, the Act, or 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 as soon as they become apparent. 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.
- 5.3 You also agree that you will not (except where permitted by the Constitutional Rules 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 5.3 shall not apply in respect of your membership of, or membership of the board of management or any committee of any Associated Association.

6 Confidentiality

- 6.1 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 (by whatever means), without prior clearance from:

6.1.1 The Chair; or

6.1.2 The Company Secretary,

provided that you must in each case comply with clause 6.3,

or as permitted by clause 6.2 of this Agreement.

- 6.2 You may disclose Relevant Information:

6.2.1 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

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

- 6.3 You undertake to ensure that each person to whom Relevant Information is disclosed in accordance with clauses 6.1:

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

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

6.3.3 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 clause 6.1.

- 6.4 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.

- 6.5 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.
- 6.6 You undertake:
- 6.6.1 Not to use the Relevant Information for any purpose other than fulfilling your duties as a Board Member;
 - 6.6.2 Not to obtain or seek to obtain any financial advantage (direct or indirect) from the disclosure of Relevant Information, and
 - 6.6.3 Not to make or use any Copies other than with the prior approval of the Chair or the Company Secretary.
- 6.7 For the avoidance of doubt, this clause 6 shall continue in force following the termination of this Agreement for whatever reason.

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.

8 Renewal of term of office

Your appointment as a Board Member may be renewed for 3 years by the Association, provided this is permitted by the Constitutional Rules and the Association's Code of Governance.

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:
- 9.1.1 You are not reappointed as a Board Member following expiry of your term of office;
 - 9.1.2 You cease to be a member of the Board for any reason, including by reason of your vacating office (or being deemed to have vacated your office under the Constitutional Rules) or otherwise pursuant to any other provision of the Constitutional Rules;
 - 9.1.3 You are removed as a member of the Board by a resolution passed under Section 168 of the Act; or
 - 9.1.4 You have been absent from Board meetings for more than six consecutive months without permission and the Board decides to vacate your office.
- 9.2 The proper exercise by the Association of the right of termination under this clause 9 shall be without prejudice to any other rights or remedies which the Association may have or be entitled to exercise against you.
- 9.3 Upon termination of this Agreement you will not be entitled to payment of all or any part of the Fee unpaid at the date of termination unless the Chair shall, at his/her absolute discretion, determines that you shall be paid all or a proportion of the Fee.

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 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 Association where the Association requests this; and
 - 10.1.2 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 clause 10.1.1 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 (as the case may be) to the Association and to each of its Associated Companies of which you are at the time an officer.
- 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 member of the Board 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 Constitutional Rules, and that nothing in this Agreement shall be taken to exclude or vary the terms of the Constitutional Rules 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 Contracts (Rights of Third Parties) Act 1999 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 Association on prior written notice to you.
- 12.6 ¹You 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 injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

13 Data protection

- 13.1 By signing this Agreement you consent to, and/or acknowledge the right of, the Association holding and processing data about you for legal, personnel, administrative and management purposes and in particular to the processing of any special categories of personal data (as defined in the Data Protection Act 2018) relating to you in accordance with its Data Privacy Notice(s):
- 13.2 You consent to the Association making such information available to any of its Associated Companies, those who provide products or services to the Association (or to any Associated Companies), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential merger partners of the Association.
- 13.3 You shall comply with the Association's Data Protection Policy, a copy of which is available from [the Company Secretary]. The Association may change its Data Protection Policy at any time and will notify you in writing of any changes.

14 Notices

- 14.1 Any notice to be given hereunder shall be in writing and be sufficiently served:
- 14.1.1 In your case by being delivered either personally to you or sent by registered post addressed to you at your usual or last known place of abode or by Electronic Means to the last address notified by you for such purpose; or
- 14.1.2 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 Means to the address used by the Company Secretary for such purpose.

14.2 Any such notice if so posted shall be deemed to be served on the second day following that on which it was posted. Any such notice sent by Electronic Means which the sender is able to show was properly addressed shall be deemed to have been served on the day that it was sent unless it was rejected by the receiver's computer virus protection arrangements or the sender is otherwise aware that there has been a failure in delivery.

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

15 Declaration

15.1 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:

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

15.1.2 You are not disqualified for any reason from acting as a Association director or charity trustee or an officer of a registered provider of social housing;

15.1.3 You have not been removed from serving as a charity trustee, or a director of a Association, or a board member of an industrial and provident society, or been stopped from acting in a management position within a charity;

15.1.4 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;

15.1.5 You are not for any other reason ineligible to be a Board Member of the Association pursuant to the Constitutional Rules; and

15.1.6 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.

16 Law and jurisdiction

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

17 Definitions

It is agreed as follows:

Act	means the Charities Act 2011, including any statutory modification or re-enactment thereof for the time being in force;
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AGM	means an annual general meeting of the Association;
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Constitutional Rules	means the rules or Constitutional Rules 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;
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Board	means the board of directors from time to time of the Association;
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Board Member	means a member of the Board;
Chair	means the chair of the Board;
Code of Conduct	means any code of codes of conduct for Board Members as adopted by the Association from time to time;
Code of Governance	means any code of codes 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 Constitutional Rules and Code of Conduct. Committees shall be construed; accordingly,
Company Secretary	means the secretary of 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);
Electronic Means	has the meaning given to it in section 1168(4) of the Act;
Regulator	means the Regulator of Social Housing, or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;
Relevant Information	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: (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.

Signed as a deed by ST GEORGE HOUSING LIMITED

Signed:

Director of St George Housing

In the presence of

Witness signature

Name

Address

Occupation

Signed as a deed by

Signed:

Director

In the presence of

Witness signature

Name

Address

Occupation

ATTACHMENT ONE
JOB PROFILE FOR BOARD MEMBER

Each board member is expected to commit and attend a minimum of 4 board meetings per year.
Travel and out of pocket expenses will be reimbursed for each day of attendance.

As part of the Board, and under the leadership of the Chair;

- Set the vision, mission and standards and uphold the organisations values and objectives
- Set strategic aims and ensure that the financial, human and other resources are aligned to achieve these objectives
- Identify key business risks and agree to monitor a framework of mitigation and management controls
- Use skills and judgement to contribute to debate and reach conclusions that are in the Association and tenants' best interest and further its objectives.
- Agree, review and uphold the key policies and procedures
- Set and review the performance management framework, scrutinising the financial and management performance against the strategic aims and business plan
- Prepare for and attend meetings, ensuring the effective conduct of the business of the RP
- At all times, promote the RP and act as an ambassador to advance the vision and to foster good relationships with funders, partners and other stakeholders
- Declare any personal, pecuniary or non-pecuniary interests and act in due regard to legal and regulatory requirements including those (but not exclusively) stated by FCA, the Charities Commission and the Homes and Communities Agency
- Participate in reviews linked to personal performance or that of the whole board
- Always abide by the Code of Governance and act within the law