



SERVICE LEVEL AGREEMENT FOR NON EXECUTIVE BOARD MEMBERS

Parties

- (1) Grŵp Cynefin (the **Association**) with registered number L029 of Tŷ Silyn, y Sgwar, Penygroes, Caernarfon, Gwynedd LL54 6LY
- (2) [insert name] (name of non-executive member) (**you**) of [insert address]

1. Appointment

- 1.1 Your appointment as a **Board Member** commenced on [date appointed to Board]. Your appointment will continue [until date of end of term] unless terminated early or extended in accordance with the Constitution and this Agreement.
- 1.2 Your appointment as a **Chair of Grŵp Cynefin** commenced on [date appointed as chair]. Your appointment will continue [until date of end of term] unless terminated early or extended in accordance with the Constitution and this Agreement.
- 1.3 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.

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. We anticipate that, following your induction, you will be required to commit a minimum of 20 days in each twelve month period during which you serve as a Board Member. This will typically include attendance at various location(s) within our area of operation.
- 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 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, 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 act in the best interests of the Association at all times and to comply with the requirements of the CCBSA as amended from time to time.
- 3.3 You are expected to perform your duties with reasonable skill and care, ensure that the activities of the Association fall within its permitted objects and are exercised in accordance with its powers, and use your powers solely for the purpose for which they are conferred to 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 shall be required to be a member of a Committee to the Board (or any associated entities within the group) 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 Association's Code of Governance, Code of Conduct, and any other codes of conduct, standards, probity and other similar policies, as well as policies and procedures on remuneration, expenses or other payments and benefits for Board Members which are from time to time approved by the Board;

- 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 and fully comply with the Constitution and any applicable standing orders, delegated authorities, terms of reference and the terms of your Role Profile(s);
 - 3.6.4 uphold and promote the core policies, purpose, values and objectives of the Association (or the wider Group) (including its commitment to anti-corruption and to diversity and equal opportunities) and to avoid doing anything which might bring the Association (or the wider Group) 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 appraisal of your performance as the Board may require from time to time, and to take any actions agreed arising from that appraisal;
 - 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 Board Member Role Profile, spending the appropriate amount of time, as set out in Attachment One.
- 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 Board Chair Role Profile, 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. In addition, as a Board Member, you must collectively, as appropriate,;
- 3.8.1 provide leadership of the Association;
 - 3.8.2 set the Association's strategic aims, ensure that the necessary financial and human resources are in place for the Association to meet its objectives, and review management performance;
 - 3.8.3 set the Association's values and standards and ensure that its legal and regulatory obligations are understood and met; and
 - 3.8.4 any other duties that may be reasonably required from time to time.
- 3.9 You will be expected to attend all meetings of:
- 3.9.1 the Board;

- 3.9.2 all Committees of which you are a member, and
- 3.9.3 all Subsidiary boards of which you are a member,
- 3.9.4 Every Board Strategic event/day/workshop
- 3.9.5 Every Board training as arranged by the Association

unless you are prevented from doing so as a result of any provision in the Act, the Constitution, 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.
- 3.11 You may be appointed or elected as a member of one or more Committees or Subsidiary boards on such terms as the Board may determine and will undertake the additional duties applicable to such role as set out in the relevant Role Profile issued to you from time to time.

4. Fees

- 4.1 Subject to clause 4.6, from 1 July 2019, you will be paid a fee of £[amount] gross per annum in respect of your duties as a [Board/Committee] [Member/Chair] which will be paid [monthly] after deduction for PAYE and Class 1 national insurance deductions if any (the **Fee**).
- 4.2 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 any other regulatory body. If your role within the Board changes, then the Association reserves the right to change the fee accordingly.
- 4.3 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:
 - 4.3.1 compliance with the Constitution and any relevant policies or standing orders, including but not limited to, the Travelling Costs Policy, as amended from time to time, and
 - 4.3.2 such deductions as are lawfully required and in accordance with the Association's policies or standing orders from time to time.
- 4.4 You agree that 12.7% of the Fee constitutes an amount payable for any annual leave taken during the same calendar year in respect of which the Fee is paid.
- 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 in any 12 month period you fail to attend [fewer than 80% of the] meetings as defined in clause 3.9 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.

4.8 You acknowledge and agree that you are not entitled under this Deed of Agreement to any further or additional payment or fee:

4.8.1 for being appointed to or holding additional offices of the Association following the date of this Deed of Agreement (e.g. being both a Board Member and Committee Member); and/or

4.8.2 on or following your appointment or election as a board member of or co-option to an Associated Company Board.

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 Constitution, the Companies Acts (if relevant), 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.

5.3 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 5.3 shall not apply in respect of your membership of, or membership of the board of management or any committee of any Associated Company.

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:

6.1.2 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

6.1.3 the Company Secretary

or as permitted by clause 6.2 of this Agreement, provided that you must in each case comply with clause 6.3.

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,

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

6.3 You undertake to ensure that each person to whom Relevant Information is disclosed in accordance with clauses 6.1 and 6.2:

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 clauses 6.1 and 6.2.

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 agree to:

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 Board in the event that you are appointed as or are acting as 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. Appraisal Process

- 7.1 Your performance as an individual Board Member and the performance of the whole Board and its Committees will be appraised annually. You are required to attend and participate in all appraisals and 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 of the Association as soon as is appropriate. If you are appointed as or are acting as the Chair of the Association, then you should discuss any such concerns initially with the Company Secretary.

8. Renewal of term of office

Your appointment as a Board Member may be renewed for up to three years by the Association, provided this is permitted by the Constitution and the Association's Code of Governance.

9. Termination

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 disqualified from acting as a Director of a company for any reason; or
- 9.1.2 you are disqualified from acting as a charity trustee for any reason; or
- 9.1.3 you have been convicted of an indictable offence which is not or cannot be spent; or
- 9.1.4 a composition is made with that person's creditors; or
- 9.1.5 you are not a Shareholder (unless they are a co-optee); or
- 9.1.6 you have absented yourself from three consecutive meeting of the Board or a Committee (as the case may be, without special leave of absence from the Board); or
- 9.1.7 a registered medical practitioner who is treating you gives a written opinion to the Association stating that you have become physically or mentally incapable of acting as a Board Member and may remain so for a period of more than three months; or
- 9.1.8 you have been absent from [three] consecutive meetings of the Board, without special leave of absence or other reasonable explanation; or
- 9.1.9 you are a tenant and are in material or serious breach of your tenancy agreement or lease and fail to rectify this within a reasonable timeframe as agreed with the Association; or
- 9.1.10 that you are specifically elected or appointed as a Tenant Board Member and you cease to be a resident; or

- 9.1.11 [the Board]/[the Chair] notifies you that it/s/he considers there has been a material underperformance at any time in the performance of your duties under this Agreement or that you have been in breach of this Agreement (including but not limited to clause 3 of this Agreement) or the Code of Governance or Code of Conduct; or
 - 9.1.12 you cease to be a Board Member for any reason including by reason of your vacating office (or being deemed to have vacated your office under the Constitution) or otherwise pursuant to any other provision of the Constitution.
- 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 Company; and
 - 10.1.2 if you continue to be a shareholder, at the request of the Association surrender and undertake all steps that are necessary to transfer ownership of any shareholding in the Association and/or any Associated Companies; and
 - 10.1.3 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 10.1.2 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 surrenders or transfers (as the case may be) to the Association and to each of its Associated Companies of which you are at that 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 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, understanding 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 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 or 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 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 injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.
- 12.7 This Agreement forms the statement of obligations as required to be agreed by the Board. Once executed by both parties, it shall constitute agreement in writing by you that you will meet your obligations to the Board and the Association as required by the Association's Rules, Standing Orders, Board Member Code of Conduct and any other relevant documentation.

13. Insurance

- 13.1 The Association has directors' and officers' liability insurance in place. It is intended to maintain such cover for the full terms of your appointment, a copy of the policy document is available upon request from the Association.

14. Data Protection

- 14.1 By signing this Agreement you consent to 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 relevant to you. Such information will be processed in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.
- 14.2 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, and as may be required by law.
- 14.3 You shall comply with the Association's Data Protection and Confidentiality Policy, a copy of which is available from the Company Secretary.
- 14.4 The Company may change its Data Protection and Confidentiality Policy at any time and will notify you in writing of any changes.
- 14.5 Under the GDPR, you have the right to remove the permission given in relation to the Association by collecting, processing and transferring your personal information at any time.

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 addressed to you at your usual or last known place of abode; 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.
- 15.2 Any such notice if so posted shall be deemed to be served on the second day following that on which it was posted.
- 15.3 You shall advise the Company Secretary promptly of any change in your address or other personal contact details.
- 15.4 You agree that upon request by the Association you will, as soon as reasonably practicable and in any event within 28 days of request, provide details of any information requested by the Association to enable it to comply with its obligations under the Equality Act 2010 (Gender Pay Gap Information) Regulations 2017.

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 from acting as a company director or charity trustee or an officer of a registered provider of social housing;
 - 16.1.3 you have not been convicted of any indictable offence, 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 have not been convicted of any offence involving deception or dishonesty unless the conviction is legally regarded as spent;
 - 16.1.6 you have not been removed from serving as a charity trustee, or a director of a company, or a board member of a registered society, or been stopped from acting in a management position within a charity;
 - 16.1.7 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;
 - 16.1.8 you are not for any reason ineligible to be a Board Member of the Association pursuant to the Constitution; and
 - 16.1.9 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

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

18. Definitions

It is agreed as follows:

Associated Company means any company, registered society, partnership, or other entity, which is directly or indirectly controlled by, or 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 board of directors of the Association;

Board Member means a member of the Board;

CCSBA means the Co-operative and Community Benefit Societies Act 2014;

Chair means the chairman of the Board;

Code of Conduct means any code or codes of conduct for Board Members as adopted by the Association from time to time;

Code of Governance means any code or codes of governance adopted by the Association from time to time;

Committee means any committee of the Board to which a Board Member may be appointed in accordance with the Constitution and the Code of Conduct. Committees shall be construed accordingly;

Companies Acts has the meaning given to it in section 2 of the Companies Act 2006;

Company Secretary means the secretary of the Association from time to time;

Constitution means the rules of the Association or other governing instrument (as the case may be) which governs 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);

Fee means the fee described and set out in clause 4.1;

Regulator means the Welsh Government acting through powers granted in Part 1 of the Housing Act 1996, 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 Profile means any role profile, role description, competencies statement or similar document as issued to you by the Association, from time to time.

Subsidiary means a subsidiary of the Association and in this context “subsidiary” has the meaning given to it in sections 100 and 101 of the CCBSA.

Welsh Government means the body set up under section 45 of the Government of Wales Act 2006 (the 2006 Act); “Welsh Ministers” means the Welsh Ministers appointed under section 48 of the 2006 Act. Under Part 1 of the Housing Act 1996, the Welsh Ministers register and regulate registered social landlords. The Housing Regulation Team delivers regulation on behalf of Welsh Ministers.

Signed as a deed by

[NAME]).....

In the presence of

Witness Signature).....

Name

Address

Occupation

Signed as a deed by **GRWP CYNEFIN**

Dafydd Lewis, Chair).....

Shan Lloyd Williams, Company Secretary).....

Deed of Agreement

Dated this day of 2019