



Derby Homes Limited

and

[Name]

Board Member Agreement for  
Services

Dated 20[ ]

**NON-EXECUTIVE BOARD MEMBER: AGREEMENT FOR SERVICES**

Dated:

**1 Parties**

(a) Derby Homes Ltd (the Organisation)  
Council House  
Corporation Street  
DERBY  
DE1 2FT

(b) **Board Member name and address**  
  
("you")

**2 Definitions**

2.1 It is agreed as follows.

Agreement	this Agreement as may be amended, modified or supplemented from time to time in accordance with its provisions.
AGM	an annual general meeting of the Organisation.
Appointment Date	Date of appointment by Council or Board as appropriate that will be registered with Companies House as the formal start date.
Board	the Board of Directors from time to time of the Organisation.
Board Member	a member of the Board.
Business	the business of the Organisation from time to time.
Chair	the Chair of the Board.
Council	Derby City Council.
Office Holders	Chair of the Board, Vice Chairs of the Board, Chair of Audit Committee, Chair of Resources Committee, from time to time.
Rules	Means the rules or articles and memorandum of association or such other governing instrument which governs the Organisation (as the case may be) adopted by the Organisation from time to time.

Services means the services supplied by you hereunder.

### **3 Appointment**

- 3.1 Your appointment as a Board Member commenced on [date] (the “**Appointment Date**”). Your appointment will continue [for [xx] years][until [date]] unless terminated early or extended in accordance with the Rules and this Agreement.
- 3.2 Your appointment is subject to the Rules, and nothing in this Agreement shall be taken to exclude or vary the terms of the Rules as they apply to you as a Board Member.
- 3.3 Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee between the Organisation and you.

### **4 Time commitment**

- 4.1 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.
- 4.2 You will be expected to devote appropriate time to preparation ahead of each meeting, and to consider all relevant papers. You may be required to be a member of certain committees of the Board, as advised from time to time.
- 4.3 You are expected to attend training provided in accordance with Board policy.

### **5 Role/duties**

- 5.1 As a non-executive director you will have the same legal responsibilities to the Organisation as any other Board Member.
- 5.2 You are required to act in the best interests of the Organisation at all times.
- 5.3 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

- 5.4 You are expected to perform your duties with reasonable skill and care, ensure that the activities of the organisation fall within the Organisation's permitted objects and are exercised in accordance with its powers, and use your powers solely for the purpose for which they are conferred on you.
- 5.5 The Board is collectively responsible for ensuring the success of the Organisation and ensuring its compliance with all legal and regulatory obligations by directing and supervising the Organisation's affairs.
- 5.6 Further you undertake to:
  - 5.6.1 to comply with the Organisation's policies, procedures and standing orders as set and amended from time to time by the Board, and with the Rules;
  - 5.6.2 to act within the Rules;
  - 5.6.3 to uphold and promote the core policies, values and strategic objectives of the Organisation
  - 5.6.4 to contribute to and share responsibility for decisions of the Board and/or any committee of the Board of which you are from time to time a member;
  - 5.6.5 to attend induction, training and performance review sessions and other such sessions or events as are reasonably required by the Organisation;
  - 5.6.6 to regularly attend meetings of the Board and other relevant committees. Absence from any three meetings of the Board in a rolling period of 12 months, or as otherwise specified in the Articles, will result in you immediately ceasing to be a Board Member, unless the Board resolves otherwise.
  - 5.6.7 to read Board and/or committee papers (as applicable) before meetings;
  - 5.6.8 to represent the Organisation when requested; and
  - 5.6.9 to abide by and uphold the Organisation's code of conduct and code of governance.
- 5.7 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.

5.8 The Board as a whole is collectively responsible for ensuring the success of the Organisation and ensuring its compliance with all legal and regulatory obligations by directing and supervising the Organisation's affairs. The Rules lists the following functions of the Board:

5.8.1 provides strategic leadership of the Organisation within a framework of prudent and effective controls which enable risk to be assessed and managed;

5.8.2 sets the Organisation's strategic aims, ensures that the necessary financial and human resources are in place for the Organisation to meet its objectives, and reviews management performance;

5.8.3 sets the Organisation's values and standards and ensures that its legal and regulatory obligations are understood and met; and

5.8.4 carries out the further functions set out in the Rules as amended from time to time.

5.9 In addition to these requirements of the Board your role, together with the other non-executive members of the Board, has the following key elements:

5.9.1 **Strategy:** You should constructively challenge and contribute to the development of the strategy of the Organisation;

5.9.2 **Performance:** You should scrutinise the performance of management of the Organisation in meeting agreed goals and objectives and monitor the reporting of performance;

5.9.3 **Risk:** You should satisfy yourself that financial information is accurate and that financial controls and systems of risk management are robust and defensible; and

5.9.4 **People:** You should determine appropriate levels of remuneration of members of the Board and the Executive team and have a role in appointing, and where necessary removing, Executives and in succession planning.

## 6 Expenses & Remuneration

6.1 The Organisation will reimburse you for all reasonable and properly documented expenses you incur in performing the duties of your office in accordance with the Organisation's policy and subject to any such deductions as are lawfully required.

- 6.2 Non Office Holders will not be paid any fees or remuneration in relation to this agreement
- 6.3 Holders of the office of Chair, Vice-Chair or Audit Committee Chair will, unless they choose not to, receive remuneration as set out in an appendix to this services agreement.
- 6.4 Councillor Board Members receive an allowance from the Council in respect of their duties and will not therefore be eligible for payment by Derby Homes.

## **7 Outside interests**

- 7.1 You undertake that you will declare any relevant direct or indirect interests whenever required by the Rules or the Organisation's Board Member Code of Conduct
- 7.2 It is accepted and acknowledged that you may have business interests other than those of the Organisation. You agree that you have declared any conflicts that are apparent at present. In the event that you become aware of any actual or potential conflicts of interest, you agree that these will be disclosed to the Director and Company Secretary as soon as one becomes apparent in accordance with the Code of Conduct.

## **8 Confidentiality**

- 8.1 All information acquired during your appointment is confidential to the Organisation and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Chair.

## **9 Induction**

- 9.1 As soon as possible after your appointment, the Organisation will provide a formal induction and ongoing training processes, which you are required to attend.

## **10 Review process**

- 10.1 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.

- 10.2 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 is appropriate. If you are appointed as or are acting as the Chair, then you should discuss any such concerns initially with the Finance Director and Company Secretary.

## **11 Insurance**

- 11.1 The Organisation has officers' liability insurance in place and it will maintain such cover for the full term of your appointment. A copy of the policy document is available upon request.

## **12 Termination**

- 12.1 You will be expected wherever possible to give the Organisation notice of your intention to terminate your membership of the Board and where appropriate make arrangements to handover any role or work you are involved in at that time.

- 12.2 Upon the termination by whatever means of your appointment under this Agreement:

12.2.1 You shall at the request of the Organisation immediately resign from all offices that you hold pursuant to the terms of this Agreement; and

12.2.2 You shall not represent yourself as being in any way connected with the Organisation .

## **13 General**

- 13.1 This Agreement and any documents referred to in it embody and set out the entire agreement and understanding of the parties and supersedes 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.

13.2 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.

13.3 No failure or delay on the part of either party hereto 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.

## **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

14.1.2 in the case of the Organisation by being delivered at or sent by registered post or recorded delivery addressed to its registered office marked for the attention of the Finance Director and Company Secretary;

14.1.3 and any such notice if so posted shall be deemed to be served on the second day following that on which it was posted.

## **15 Jurisdiction**

15.1 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.

**IN WITNESS** whereof the hands of the parties have executed this Agreement the day and year above written

**SIGNED** by Company Secretary )

duly authorised on behalf of )

Derby Homes Ltd )

**SIGNED** by the Board Member )



## **BOARD MEMBER ROLE PROFILE**

Position: Non-Executive Director  
Responsible to: The Board

### **Purpose:**

To uphold the values, objectives and policies of Derby Homes Ltd and to be collectively responsible for the strategic operation of Derby Homes Ltd in accordance with the Company's constitution, legal, funding and Social Housing Regulator's requirements.

### **Key Accountabilities:**

A key duty of a Non-Executive Director is to act solely on behalf of the Board. In reaching collective decisions Non-Executive Directors should seek the advice of other Non-Executive Directors, the Chair of the Board, Officers of Derby Homes and external advisors as necessary.

### **Term of Office & Conditions of Service:**

The term is normally for 3 years. Re-appointment is possible up to a maximum period of 9 years, in line with the National Housing Federation's 2010 Code of Governance, adopted by the Board.

Board Members are unpaid, but certain roles (Chair, Vice Chair, Chair of Audit) are paid an allowance. Reasonable travel expenses are payable for Company duties including official meetings. Support for technology costs is also available.

### **Responsibilities and Specific Duties:**

#### **Strategic Direction**

- Agree the strategic direction and uphold the Mission and Values of Derby Homes.
- Ensure the interests and needs of the customers are considered in all matters.
- Ensure regular attendance, prepare for and fully participate in meetings, contributing particular expertise where relevant.
- Constructive participation in decision-making, normally by consensus.
- Sharing responsibilities for the Board's decisions.

- Manage financial risk and maintain financial viability whilst meeting the company's objectives.
- Ensure appropriate policies are in place and monitored covering all legal, statutory and regulatory requirements.
- Ensure the Company's properties are developed and maintained to the best standards.
- Consider the best use for the Company's assets and resources and maintain a focus on Value for Money.
- Ensure effective delegations are set for the Executive and staff to carry out the effective operations of Derby Homes.
- Propose and monitor agreed high level performance indicators to ensure the effective performance of the Company across its range of operations.

#### **Requirements of Board Members**

- Comply with the Memorandum and Articles of Derby Homes together with all Standing Orders and Financial Regulations.
- Uphold the standards required by Derby Homes Code of Conduct for Board members and the Board Members Services Agreement.
- Positively promote Derby Homes in other bodies and places.
- Engage in the Board appraisal processes and participate in any training and development identified.
- Report conflicts of interest.
- For those who are members of other groups within the governance structure, at the request of the Chair, feedback to the Board on relevant matters and answer any questions arising
- If requested, contribute to any relevant disciplinary action taken against Executive team members in line with the Board's agreed policy.
- If requested, contribute to the selection and recruitment of additional Non-Executive Directors and Director of Derby Homes in line with agreed policy.

## **ROLE DESCRIPTION – CHAIR OF DERBY HOMES**

1. To provide leadership for the Board and for Derby Homes.
2. To ensure the efficient and proper conduct of the Board's business.
3. To ensure that all members are given the opportunity to express their views before any important decision is taken but at the same time to ensure that only those who are eligible to speak (e.g. those without a conflict of interest) are invited to do so.
4. To establish a constructive working relationship with the Executive Team and attend meetings with them on a regular basis.
5. To chair the Derby Homes Joint Consultative Committee.
6. To ensure that the Board delegates sufficient authority to any committees and officers it may establish to enable the business of Derby Homes to be carried on effectively between meetings of the Board and also to ensure that the Board monitors the use of these delegated powers.
7. To invite members of staff to comment as appropriate and ensure that the Board receives professional advice when it is needed.
8. To ensure that the Board complies with Derby Homes Governance Arrangements.
9. To represent Derby Homes at public occasions, on to outside bodies.
10. To make comments on behalf of Derby Homes to the press and other media.
11. To take decisions (if any) delegated to the Chair with the advice of the Managing Director.
12. To ensure when a vacancy arises that the Managing Director is replaced in a timely and orderly fashion.
13. To agree with the Managing Director the agenda for all the Board's meetings.
14. To determine at Board meetings whether any late items will be accepted onto the agenda.
15. Where new members or observers are present or in attendance to invite members and staff to introduce themselves.
16. To satisfy him/herself that the minutes of the Board's meetings are an accurate and complete record and if so satisfied, to sign the same.
17. To satisfy him/herself that every meeting of the Board has been properly convened by notice and properly constituted by the attendance of a quorum.
18. To guide the meeting through the items on the agenda in the order they appear (unless modified with the agreement of the meeting).

19. To give immediate rulings on complaints or queries relating to the procedure and conduct of the meeting, the Chair's ruling being final.
20. At the end of each item on the agenda, to ascertain the 'sense of the meeting' and sum up the general agreement of the members on a particular conclusion.
21. To ensure that questions from members of the public are dealt with in the manner provided in the Governance Arrangements.
22. To adjourn any meeting of the Board or committee for the purposes of restoring order or where required to do so by a majority of members.
23. To take action on disciplinary and other personnel matters concerning the Managing Director in accordance with Derby Homes personnel procedures and in consultation with the Chief Executive of the City Council.
24. To take the lead in ensuring that Derby Homes meets its planned service delivery objectives.
25. To ensure that the Board has a clear understanding of Derby Homes' culture and values.
26. To ensure Derby Homes has appropriate strategies in place to maintain its status as a high performing ALMO.

## **ROLE PROFILE – VICE CHAIR OF DERBY HOMES**

1. To assist and support the Chair in fulfilling their duties and responsibilities.
2. To deputise for the Chair in their absence.
3. To assume responsibility for a particular area of responsibility or interest as may be agreed by the Board, such as chairing a committee.
4. To attend regular meetings between the Chair and Executive Team in between Board meetings.
5. To undertake such other duties as may be delegated to them by the Board.

## **ROLE PROFILE – CHAIR OF AUDIT COMMITTEE**

1. Act as link between the Committee and Board and provide feedback at Board meetings.
2. Approve agendas and sign minutes of the meeting.
3. Report to and answer questions at the AGM.
4. Lead on the Committee's role including monitoring implementation of internal audit recommendations, approval of audit plans, scrutiny of financial accounts, training and development of Committee members.