



**Non-Executive Director Agreement for
Blackpool Council Wholly Owned
Companies**

STANDARD TERMS AND CONDITIONS OF NON-EXECUTIVE DIRECTORS

This agreement sets out the standard terms and conditions of independent non-executive directors of

1. Blackpool Coastal Housing Ltd*
2. Blackpool Entertainment Company Ltd
3. Blackpool Housing Company Ltd
4. Blackpool Operating Company Ltd
5. Blackpool Transport Services Ltd

(and any future wholly owned Council company)

*Subject to a further report.

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1. Appointment and Termination

- 1.1 Appointment and termination of the non-executive director positions is undertaken by the Council as Shareholder, in line with the Articles of Association of the company and in accordance with this agreement. The shareholder also retains the right should the circumstances merit it, under the articles of association to appoint or remove any director at any time, or from time to time, by giving notice in writing to the company.
- 1.2 All non-executive directors will be appointed to serve a three year term of office and after application, you may be re-appointed to the role, following an application process but should serve no more than six years in the position, with any additional years only being granted, on a year by year basis, in exceptional circumstances (e.g. failure to recruit, any change could destabilise the Board), up to a maximum of nine years. The independence criteria in the UK Corporate Governance Code will be part of the assessment of 'independence' with any new application or re-application.
- 1.3 Your appointment is contingent on your contribution to the Board and to the committees of which you are a member. It is expected that you will serve on at least one committee of the Board.
- 1.4 Nothing within this agreement creates a contract of service and there is no entitlement to any compensation upon termination of the appointment.

2. Commitment

- 2.1 You will be expected to give the necessary commitment in respect of general Board duties and additional time as necessary in respect of committee duties. This includes:
- attendance every Board and relevant committee meetings of the Company, unless there is an unavoidable reason for non-attendance in which case the director shall notify the Company Secretary at the earliest opportunity
 - attendance at away-days and/or business planning events
 - commitment to the required training for the role including induction and ongoing development
 - preparing properly for every meeting by reading in advance any documents set out for the purpose of the meeting
 - being fully prepared to take an active role in discussions and decision making
 - attendance as appropriate at other company events which may take place between Board meetings
 - keeping abreast of company activities and responding where possible to opportunities to become involved in activities.

- 2.2 By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.
- 2.3 It is expected that the time commitment will be greater for those appointed to the position of the Chairman.

3. Role

- 3.1 Your legal duties and responsibilities as a non-executive director are listed below:

Duties of Directors (as set out in the Companies Act 2006)

1. To act within powers
2. To promote the success of the company
3. To exercise reasonable care, skill and diligence
4. To exercise independent judgement
5. To avoid conflicts of interest and declare interests
6. Not to accept benefits from third parties

- 3.2 Your role is also set out in the governance documents of the company including the Governance Framework, Articles of Association and other relevant documents.
- 3.3 As a non-executive director, you should have an understanding the company's values and standards and ensure that its obligations to its shareholders and other stakeholders, including government and regulatory agencies, are understood and met.

4. Remuneration

- 4.1 Your remuneration is set by the Shareholder and will be paid monthly in arrears.
- 4.2 The Company will reimburse you for all reasonable and properly documented expenses incurred in the performance of your duties.

5. Standards of Business Conduct and Confidentiality

Interests

- 5.1 It is accepted and acknowledged that you may have business interests other than those of the Company.
- 5.2 You should be familiar with the Company's conflicts of interest policy and registration requirements. In the event that you become aware of any new potential conflicts of interest, these should be disclosed as soon as apparent.
- 5.3 You will also be required to exercise your powers as a non-executive director in accordance with the Company's policies and procedures. You will immediately report on your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or Director of

which you become aware to the Company Secretary. The Company Secretary will investigate the matter and will liaise with the Chairman and if appropriate the shareholder.

Confidentiality

- 5.4 All information acquired during your tenure is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance in writing from the Board of Directors.
- 5.5 Unless specifically authorised to do so by the Company's Articles of Association and governance framework, you will not enter into any legal or other commitment or contract on behalf of the Company.
- 5.6 You acknowledge the need to hold and retain Company information (in whatever format you may receive it) under appropriately secure conditions.
- 5.7 You should exercise greatest care at all times when discussions with permitted persons regarding Company business arise outside a board meeting.
- 5.8 You should not use any information gained in your tenure for personal advantage.

Personal conduct

- 5.9 As a non-executive director, you must behave with integrity and conduct yourself in such a way that does not bring the Company or Shareholder into disrepute or prejudice its general good standing.
- 5.10 You must not use, or attempt to use, the opportunity of Board member to promote your personal or political interests or those of any connected person, firm, business or other organisation.
- 5.11 You should behave in a way that demonstrates belief in the values and principles and ethical stance of the Company.
- 5.12 In your dealings, you should treat everyone politely, fairly with dignity and respect.
- 5.13 You should avoid over-familiarity or any close personal connection with senior management or those being held to account.

6. Data Protection

- 6.1 You consent to the Company holding and processing information about you for legal, personal, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998, or any Data Protection legislation which supersedes this) including, as and when appropriate:

- information about your physical or mental health or condition in order to take decisions as to your fitness to perform your duties
- information about you that may be relevant to ensuring equality of opportunity and treatment in line with the Company's equal opportunities policy; and
- information relating to any criminal proceedings in which you have been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.

6.2 You will comply at all times with the Company's Data Protection Policy.

7. Disclosure and Barring Service (DBS) Check

7.1 Subsequent to the appointment process you may be required to undergo a records check which will be processed through the Disclosure and Barring Service. Once the check has been completed you will receive a certificate direct from the DBS which will be required by the Company for recording purposes.

8. Return of Company Property

8.1 Upon termination of your appointment with the Company (for whatever cause) you shall deliver to the Company all documents, records, papers or other Company property (including any electronic devices issued to you) which may be in your possession or under your control and which related in any way to the business affairs of the Company and you shall not retain any copies thereof.

9. Public relations

9.1 On matters affecting the work of the Company, you should not make political speeches or engage in other political activities. In cases of doubt, please seek the advice of the Company Secretary.

9.2 You must seek the permission of either the Chairman, the Board or Council as Shareholder, before responding to any media enquiries or requests from other parties on the affairs of the Company. You must not make any comments on social media or engage in other public correspondence in relation to the affairs of the company. For the avoidance of doubt, you can retweet, re-post/ share a post from the company's official social media accounts (Twitter, Facebook, Instagram etc) but must not add any personal comment.

10. Induction

10.1 The Company will provide a tailored induction into the Company and the Chairman's role. This will include visits across the organisation and meetings with key personnel.

11. Insurance

11.1 The Company has Directors' liability insurance and will maintain such cover for the full term of your appointment.

SIGNED

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On behalf of the Shareholder

SIGNED

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Non-Executive Director

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