



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 for non-executive directors of all Blackpool Council wholly owned companies. The parties to this agreement are:

COMPANY NAME incorporated and registered in England and Wales with the company number whose registered office is at **[REG OFFICE]** (“Company”); and
[NON EXECUTIVE DIRECTOR NAME] of **[Address]** (“Non-Executive Director”).

The Commencement Date of appointment is: [DATE]

DRAFT

1. Term of appointment

- 1.1 The appointment shall be deemed to have commenced on [Commencement Date] and subject to the remaining terms of this agreement, shall be for an initial 12 months which, upon satisfactory review, will be extended by an additional two years up to an overall three years expiring on [DATE].
- 1.2 At the end of the three year term of office, you may be re-appointed to the role, following an application process and subject to satisfactory appraisal, 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.

2. Appointment and Termination

- 2.1 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.
- 2.2 If you have been appointed to act as Non-Executive Director as a result of your position as a Councillor, should you cease to be a Councillor whether that be by resignation, losing your seat at an election or by disqualification from office, you will automatically cease to be a Non-Executive Director of the company.
- 2.3 Nothing within this agreement creates a contract of service and there is no entitlement to any compensation upon termination of the appointment.

3. Commitment

- 3.1 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:
- undertaking the necessary preparation for meetings and keeping abreast of company activities
 - reading all agendas and reports in advance of the meeting so that you can make informed decisions

- attendance at every Board and relevant committee meetings of the company, unless there is an unavoidable reason for non-attendance in which case the Non-Executive Director shall notify the Company Secretary at the earliest opportunity
- attendance at away-days and/or business planning events
- attendance at private meetings of the non-executive directors, separate from executive management and private meetings with the external and internal auditors
- commitment to the required training for the role including induction and ongoing development outlined in the Governance Framework
- 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
- responding where possible to opportunities to become involved in activities.

3.2 By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role and that you understand the provisions within the governance framework on non-attendance and subsequent impact upon your directorship.

3.3 It is expected that the time commitment will be greater for those appointed to the position of the Chair and Chair of Audit.

4. Role

4.1 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

4.2 Your role and obligations are also set out in the governance documents of the company including the Governance Framework, Articles of Association and other relevant documents.

4.3 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.

5. Remuneration

5.1 Your remuneration is set by the Shareholder and will be paid monthly in arrears. Your remuneration shall be reviewed by the Shareholder on a periodic basis following

recommendation an Independent Remuneration Panel. The Shareholder is under no obligation to award an increase following a review.

- 5.2 The company will reimburse you for all reasonable and properly documented expenses in line with the governance framework incurred in the performance of your duties.

6. Standards of Business Conduct and Confidentiality

Interests

- 6.1 It is accepted and acknowledged that you may have business interests other than those of the company.
- 6.2 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 to the Company Secretary.
- 6.3 You will also be required to exercise your powers as a non-executive director in accordance with the governance framework and any other company policies and procedures.

Confidentiality

- 6.4 All information acquired during your tenure is confidential to the company and must 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.
- 6.5 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.
- 6.6 You acknowledge the need to hold and retain company information (in whatever format you may receive it) under appropriately secure conditions.
- 6.7 You should exercise greatest care at all times when discussions with permitted persons regarding company business arise outside a board meeting.
- 6.8 You should not use any information gained in your tenure for personal advantage.

Personal conduct

- 6.9 You should become familiar with the Code of Conduct for Board Members of Public Bodies issued by the Cabinet Office and the Seven Principles of Public Life which are:
- **Selflessness:** Holders of public office should act solely in terms of the public interest
 - **Integrity:** Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.
 - **Objectivity:** Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.
 - **Accountability:** Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.
 - **Openness:** Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.
 - **Honesty:** Holders of public office should be truthful. Leadership Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs
 - **Leadership:** Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.
- 6.10 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.
- 6.11 You must not use, or attempt to use, the opportunity of Board membership to promote your personal or political interests or those of any connected person, firm, business or other organisation.
- 6.12 You should behave in a way that demonstrates belief in the values and principles and ethical stance of the company.
- 6.13 In your dealings, you should treat everyone politely, fairly with dignity and respect.
- 6.14 You should avoid over-familiarity or any close personal connection with senior management or those being held to account.

- 6.15 You should promote positive working relationships with the rest of the Board. A separate Board Member Disputes Policy is available in the event of any significant disputes.

7. Data Protection

- 7.1 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 General Data Protection Regulation (GDPR) and Data Protection Act 2018, 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.

- 7.2 You will comply at all times with the company's General Data Protection Regulation and Data Protection Policy.

8. Disclosure and Barring Service (DBS) Check

- 8.1 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.

9. Return of Company Property

- 9.1 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.

10. Public relations

- 10.1 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.

10.2 You must seek the permission of either the Chair, 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.

11. Induction

11.1 The company will provide a tailored induction into the company and the Chair's role. This will include visits across the organisation and meetings with key personnel.

12. Insurance

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

SIGNED:

SIGNED:

.....
On behalf of the Shareholder:

.....
Non-Executive Director:

.....
Date:

.....
Date: