### AGREEMENT FOR SERVICES – NON-EXECUTIVE BOARD MEMBERS

### THE RIVERSIDE GROUP LIMITED

From: **The Riverside Group Limited** (Registered number IP30938R) of 2 Estuary Boulevard, Estuary Commerce Park, Speke, Liverpool L24 8RF (“the association”)

To: [ ] (“you”)

This document sets out the particulars of the non-executive services you agree to provide to the association. Nothing in this agreement shall be interpreted or have effect as constituting any relationship of employer and employee between the association and you.

In taking any action in relation to this agreement, the association shall take nor instigate any action that is in any way unreasonable or disproportionate.

# Date of commencement of appointment

* 1. Your appointment as a Board member commenced on [ ] (your “joining date”).
  2. Your initial appointment is from your joining date until the date of the annual general meeting (“AGM”) of the association held next after your joining date, unless your appointment is terminated earlier in accordance with the association’s constitution, the governance document as adopted from time to time by the association (“the Governance Document”), board re-structuring or the terms of this agreement.
  3. You may then be elected at the AGM for a term not exceeding three subsequent AGMs but no fixed term shall be set which would cause you to serve beyond your ninth consecutive AGM.
  4. All such further terms are subject to performance and appraisal and review.

# Duties and obligations

* 1. Throughout your service as a Board member you agree to comply with:
     1. The association’s constitution; and
     2. The provisions of the Governance Document; and
     3. Your role description (where applicable); and

# The terms of reference of any committee of which you become a member.

# Appraisal

# The performance of the Board as a whole, that of its committees, and your performance as an individual Board member, will be appraised annually. You acknowledge that you are required to attend and participate in all such appraisals as a condition of Board membership. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chair as soon as is appropriate.

# Time commitment

* 1. We anticipate that the performance of your duties as set out in this agreement will take an average of [ ] working days per calendar month. You agree that you will devote a sufficient amount of your time to permit the proper discharge of your duties as a Board member.
  2. By entering into this agreement you confirm that you are able to allocate sufficient time to meet the requirements of your role. Repeated non-attendance at Board and/or committee meetings (other than with the express permission of the Chair) is a disciplinary matter.

# Conflicts of interest and probity

* 1. You confirm that you have declared any conflicts of interest that are apparent at present.
  2. In the event that you become aware of any actual, potential or perceived conflict of interest, you undertake that you will disclose it to the Company Secretary as soon as it becomes apparent.
  3. You confirm that you have read the Riverside Board & Committee Member’s Code of Conduct, in the Governance Document, and that you are aware of the need to declare any benefits from Group Organisations and gifts and/or hospitality from other organisations in accordance with the requirements of the Code of Conduct.

# Expenses

* 1. The association will reimburse you on the presentation of evidence of actual payment for all reasonable expenses you incur in performing the duties of your office subject to such deductions as are lawfully required.

# Termination

* 1. For the purposes of this clause “group organisation” means the association and/or any of its subsidiaries and/or each subsidiary of any such subsidiary.
  2. Your appointment made under this agreement starts on your joining date and will remain in force until the occurrence of the earliest of the following:
     1. you are not reappointed as a member of the Board at the association’s AGM held next following your joining date or at any subsequent AGM at which you are required by the association’s constitution to retire by rotation; or
     2. you are removed as a member of the Board by a special resolution passed at a general meeting of the association held in accordance with its constitution; or
     3. you are for four successive Board meetings absent without having your apologies for absence accepted by the Chair; or
     4. you cease to be a member of the Board by reason of your vacating office or otherwise pursuant to any provision of the association’s constitution; or
     5. you cease to be a member of the Board by reason of board re-structuring; or
     6. you are removed from office by the association’s Board following Board member disciplinary proceedings.
  3. Upon the termination (by whatever means) of your appointment under this agreement your membership of the association will terminate simultaneously and if the association so requires your membership of any group organisation or committee will also be terminated and you will surrender, and undertake to take all steps that are necessary to transfer, ownership of any shareholding in the association (and/or any group organisation) to the association.
  4. In the event of your failure to comply with clause 7.3 you hereby irrevocably authorise the association to appoint someone in your name and on your behalf to sign and deliver such resignation or resignations or surrenders or transfers (as the case may be) to the association and to each group organisation of which you are at that time an officer or shareholder.
  5. You acknowledge that following termination of your appointment:
     1. all information acquired during your appointment remains confidential to the association (and/ or to any other group organisation) and should not be released (by whatever means) to third parties without prior clearance from the Chair; and
     2. you shall not represent yourself as being in any way connected with the association or any group organisation save where you remain in fact a director or shareholding member of such group organisation.
  6. There is no entitlement to compensation following termination.

# General

# This agreement and any documents referred to in it sets out the entire agreement and understanding of the parties to it and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this agreement. Neither party to this agreement shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set out in this agreement.

* 1. 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.
  2. No failure or delay on the part of either party to this agreement to exercise any right or remedy under this agreement shall be construed or operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy as the case may be.
  3. The remedies provided in this agreement are in addition to, and not exclusive of, any remedies provided by law.

# Variation

# No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed on behalf of the association and by you.

# Notices

# Any documentation required to be served under this agreement may be delivered or sent by first class post (deemed to arrive on the second business day after posting) at the registered office of the association and/or to your last known address.

# Law

# The validity, construction and performance of this agreement shall be governed by English law.

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| SIGNED by | …………………………………………………. |
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|  |  |
| Date: | …………………………………………………. |
| SIGNED on behalf of  The Riverside Group Limited  [*Name in capitals*] | ………………………………………………….. |
| Title:  Date: | …………………………………………………. |