**Letter of Appointment between XXXXXXX (“you”) and The Riverside Group Limited (the “Association”)**

We write further to your appointment as a **[Board Member/Committee Member]** which commenced on **[date]** (“**Joining Date**”).

This Letter of Appointment attaches the Board/Committee Member Handbook (the Letter“**Handbook**”) which should be read in conjunction with this Letter of Appointment.

1. **Appointment**

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]** or **[Insert date]**, unless your appointment is terminated earlier in accordance with the Association’s constitution, the terms of this Letter of Appointment or the Handbook or any other governance document adopted by the Board of the Association from time to time.

You may then be [**elected at the AGM for a term not exceeding three subsequent AGMs**] or [**re-appointed**] but no fixed term shall be set which would cause you to serve beyond six years’ continuous service.

All such further terms are subject to performance and appraisal and review.

1. **[Specific Duties**

The following specific duties apply to your appointment:

**[Insert any specific duties required here, if any, or remove this section if no specific duties are required in addition to those set out in the Board Member Handbook]]**

1. **Fee**

[In recognition of the responsibility of your role as **[a Board Member / Chair / Committee Member]** of the Association, with effect from the Joining Date you shall be paid a fee of **£[INSERT]** per annum in equal monthly instalments (the “**Fee**”).

**OR**

No Fee is payable in respect of your duties as a **[a Board Member / Chair / Committee Member]**. The provisions of section 5 of the Handbook shall not apply to your appointment.]

1. **Declaration**

By signing this Letter of Appointment you are agreeing and declaring that you are not aware of any reasons that would or would be likely to make you ineligible to fulfil your appointment and in particular that:-

* + 1. you are not an undischarged bankrupt or subject to any undischarged compositions or arrangements with your creditors;
    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 or any organisation registered as a provider of care and support services with the Care Quality Commission;
    3. you have not been convicted of any indictable offence, unless the conviction is legally regarded as spent;
    4. you have not been convicted of any offence that would be likely to bring the Association into disrepute or might be incompatible with your appointment position;
    5. you have not been convicted of any offence involving deception or dishonesty unless the conviction is legally regarded as spent;
    6. you have not been removed from serving as a charity trustee, or a director of a company, or a board member of registered society, or been stopped from acting in a management position within a charity;
    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;
    8. you are not for any other reason ineligible to be Board Member and/or Committee Member (as appropriate) of the Association pursuant to the Constitution; and
    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.

1. **General**

This Letter of Appointment, the Handbook and any documents referred to in them set out the entire agreement and understanding of the parties to it and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of your appointment. Neither you nor the Association shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set out in this Letter of Appointment, the Handbook and any documents referred to in them.

1. **Counterparts**

This Letter of Appointment may be executed in any number of counterparts, each of which when executed will constitute a duplicate original, but all the counterparts shall together constitute one agreement.

Please confirm your agreement to this Letter of Appointment and its terms by signing where indicated below and returning it to us within 5 business days of the date of this letter. By signing you confirm you consent to act in this capacity.

1. **Confidentiality**

By signing this Letter of Appointment you also agree to the strict Confidentiality provisions which are set out in Section 8 of the Handbook.

Yours sincerely

…………………………………………………………….

ANNE-MARIE OWENS

An authorised signatory on behalf of The Riverside Group Limited

I hereby confirm my agreement to this Letter of Appointment and its terms and the obligations contained within the Handbook

…………………………………………………………….

[Insert name]

1. **Introduction**
   1. This Handbook outlines the expectations that the Association (as defined in your Letter of Appointment) has of its Board and Committee Members (“**Members**”).
   2. This Handbook should be read alongside the Letter of Appointment which has been provided to the relevant Member, which contains particulars which are relevant to that Member in carrying out his/her role.
   3. This Handbook is subject to review from time to time.
   4. Nothing in this Handbook or a Member’s Letter of Appointment shall be interpreted or have effect as constituting any relationship of employer and employee between the Association and any Member. In carrying out their role, Members are officeholders of the Association.
2. **Time** **Commitment**
   1. Members are expected to be able to allocate sufficient time to meet the requirements of their role. Repeated non-attendance at Board and/or Committee meetings (other than with special leave of absence or other reasonable explanation accepted by the Chair) is a disciplinary matter.
   2. Members are expected to devote appropriate time to preparation ahead of each meeting, and to consider all relevant papers.
   3. The nature of this role makes it impossible to be specific about the maximum time commitment required. Members 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.

1. **Role/Duties**
   1. Throughout their appointment Members must comply with:
      1. The Association’s Constitution;
      2. The terms of reference of any Committee of which they are a member;
      3. The terms of their Letter of Appointment and any applicable role description; and
      4. The Association’s Governance Framework Document and provisions of any other governance document as adopted by the Board of the Association from time to time.
   2. Members must perform those duties normally associated with their appointment including, without limitation, those duties set out in this Handbook, their Letter of Appointment or other guidance as issued to Members from time to time. Members are not expected to undertake executive duties or to assume executive responsibilities.
   3. Members are expected to act in the best interests of the Association at all times.
   4. Members are expected to perform their duties with reasonable skill and care and ensure that the activities of the organisation fall within the Association’s permitted objects and are exercised in accordance with its powers. Members shall use their powers solely for the purpose for which they are conferred on them.
   5. Members have the same general legal responsibilities to the Association as any other Board Member and/or Committee member (as appropriate).
   6. Board Members may be invited to be a member of such Committees of the Board on such terms as the Board may determine. Such Board Members will undertake those additional duties applicable to such role as set out in the Letter of Appointment issued to them from time to time.
   7. Members are expected to:-
      1. uphold and comply with the Association’s Code of Conduct, policies, procedures and standing orders as set and amended from time to time by the Board;
      2. uphold and promote the core policies, values and objectives of the Association (including its commitment to anti-corruption and to diversity and equal opportunities) and to avoid doing anything which might bring the Association into disrepute;
      3. contribute to and share responsibility for decisions of the Board and/or any Committee of which they are, from time to time, a member;
      4. attend induction, training and performance review sessions and other such sessions or events as are reasonably required by the Association;
      5. undergo evaluation of their performance as the Board may require from time to time, and to take any actions agreed arising from that evaluation;
      6. read Board and/or Committee papers (as applicable) before meetings;
      7. to make all reasonable effort to represent the Association when requested to do so; and
      8. carry out the specific duties listed in their Letter of Appointment (if any).
   8. The Board as a whole is collectively responsible for ensuring the success of the Association and ensuring its compliance with all applicable legal and regulatory obligations by directing and supervising the Association’s affairs. The Board:-
      1. provides leadership of the Association;
      2. sets the Association’s strategic aims, ensures that the necessary financial and human resources are in place for the Association to meet its objectives, and reviews management performance; and
      3. sets the Association’s values and standards and ensures that its legal and regulatory obligations are understood and met.
   9. Members are expected to attend all meetings of:-
      1. the Board (if they are a Board Member); and/or
      2. all Committees of which they are a member.

unless they are prevented from doing so as a result of any provision in the Constitution, Governance Framework Document, relevant standing orders, the Code of Governance or the Code of Conduct.

* 1. Members are expected to familiarise themselves efficiently with all matters relevant to the work undertaken by the Board and/or Committee, including any relevant regulatory and statutory provisions.

1. **Appraisal**
   1. The performance of the Board as a whole and that of its Committees, and each Member’s performance as an individual Board Member and/or Committee member (as appropriate), will be appraised regularly. Members are required to attend and participate in all such appraisals as a condition of their Board and/or Committee membership.
   2. Members should raise any matters which cause them concern in the interim with the Chair (or the Vice Chair, if it is not appropriate to raise the matter with the Chair) as soon as is appropriate.
2. **Fee**
   1. 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 the relevant Member with any regulations or guidance issued by the Regulator (if applicable) or other regulatory body.
   2. Any Member may choose to decline payment or pay the Fee to a charity of their choice. In such circumstances the Member will be responsible for any tax and loss of entitlement to state benefits as a result of such a decision. This is a matter between the Member and the relevant authorities.
   3. In the event that a Member fails to attend three Board meetings (including, if relevant, any meetings of Committees of the Board) within a period of 12 months (other than with special leave of absence or other reasonable explanation accepted by the Chair) and/or fails to properly undertake their duties under their Letter of Appointment, 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 the terms of the Member’s appointment.
   4. No Member will be entitled to any pension, holiday or holiday pay, sick pay, bonus or other fringe benefits from the Association.
   5. Members must ensure that they understand the implications of receipt of the Fee on their personal financial circumstances including (without limitation) any effect it may have on any:
      1. Entitlement to Housing Benefit; and/or
      2. Entitlement to other income or disability/incapacity dependent benefits; and/or
      3. Levels of income tax paid.
3. **Expenses**
   1. The Association will reimburse Members for all reasonable and properly authorised and documented expenses they actually incur in performing the duties of their office subject to: -
      1. Compliance with the Constitution, the Governance Framework Document and any relevant policies or standing orders, as amended from time to time; and
      2. Such deductions as are lawfully required and in accordance with the Association’s policies or standing orders from time to time
4. **Outside interests, conflicts of interest and probity**
   1. It is accepted and acknowledged that Members may have business interests other than those of the Association.
   2. Each Member must declare any actual or potential conflicts that are apparent at the point of their appointment as a Member.
   3. Members must 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 Governance Framework Document, 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.
   4. Members must declare any benefits received from Associated Companies and gifts and/or hospitality from other organisations in accordance with the Code of Conduct.
   5. Members must 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 paragraph 7.5 shall not apply in respect of the Member’s membership of, or membership of the board of management or any committee of any Associated Company.

1. **Confidentiality**
   1. All Relevant Information is confidential to the Association and should not be released or disclosed to third parties, either during a Member’s appointment or following termination (by whatever means), without prior clearance from:-
      1. the Chair;
      2. the Board (in the event that the relevant Member is appointed as or acting as the Chair at the time that they are proposing to release the Relevant Information); or
      3. the -Director of Governance and Legal Services or Governance Manager,

or as permitted by paragraph 8.2 of this Agreement, provided that Members must in each case comply with paragraph 8.3.

* 1. Members may disclose Relevant Information:-
     1. to the extent that they are required to do so by law or by a court order, provided that the Member uses all reasonable endeavours to give the Association prior written notice of any such disclosure and to limit such disclosure to that which is legally required; or
     2. where the Relevant Information has (other than by reason of the Member’s breach) become available to the public generally,

provided that in each case the Member must comply with paragraph 8.3.

* 1. Members must ensure that each person to whom Relevant Information is disclosed in accordance with paragraphs 8.1 and 8.2:-
     1. is made aware of the confidential nature of the Relevant Information; and
     2. observes the requirements of this Handbook in relation to the Relevant Information as if he or she were a party to this Agreement,

and a Member shall be responsible for any breach of the terms contained in this Handbook by any person to whom Relevant Information is disclosed as permitted by paragraphs 8.1 and 8.2.

* 1. Members must hold, retain and dispose of Relevant Information under appropriately secure conditions and in accordance with the Association’s policies from time to time.
  2. Members shall not 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 the Member’s duties.
  3. Relevant Information is and will remain the property of the Association and must be delivered to the Association as soon as practicable upon request.
  4. Members must not:-
     1. use the Relevant Information for any purpose other than fulfilling their duties;
     2. obtain or seek to obtain any financial advantage (direct or indirect) from the disclosure of Relevant Information; and
     3. make or use any Copies other than with the prior approval of the Chair, or the Board in the event that the relevant Member is appointed as or are acting as the Chair, or the Director of Governance and Legal Services or Governance Manager.

Members are permitted to make a hard copy from information provided by the Association electronically without prior permission provided that the copy is for their own use in fulfilling their duties and on the understanding that it is subject to the confidentiality requirements as set out in this Handbook.

* 1. For the avoidance of doubt, the confidentiality requirements contained in this paragraph 8 shall continue in force following the termination of a Member’s appointment for whatever reason.

1. **Termination**
   1. Members’ appointment (including, without limitation, their appointment to any particular office or Committee), will terminate forthwith without any entitlement to compensation if they:-
      1. are not reappointed in accordance with the requirements of their Letter of Appointment;
      2. are removed for whatever reason whether by a resolution passed at a general meeting of the Association held in accordance with the Constitution or by a resolution of the Board or by a resolution of any Associated Company or otherwise;
      3. become bankrupt or subject to an agreement with their creditors;
      4. are convicted of any indictable offence or any other offence involving any act of fraud or dishonesty;
      5. are a Board Member and have been absent from four consecutive meetings of the Board without special leave of absence or other reasonable explanation accepted by the Chair;
      6. are notified by the Chair that s/he considers there has been a material breach at any time in the performance of their duties under their Letter of Appointment or the requirements of this Handbook or the Code of Governance; or

cease to be a Member for any reason, including by reason of vacating office (or being deemed to have vacated office under the Constitution); or following the expiry of 3 months’ written notice served by the Member on the Association or vice versa; or as a result of Board re-structuring; or otherwise pursuant to any other provision of the Constitution.

* 1. If the Association exercises the right to terminate a Member’s appointment under this paragraph 9, such termination shall be without prejudice to any other rights or remedies which the Association may have or be entitled to exercise against that Member.

1. **Position on Termination**
   1. Upon the termination of a Member’s appointment for any reason and by whatever means, without any right or claim for compensation:-
      1. their membership of the Association will terminate simultaneously and if the Association so requires their membership of any Associated Company or Committee will also be terminated and the Member will surrender, and undertake to take all steps that are necessary to transfer, ownership of any shareholding in the Association (and/or any Associated Company) to the Association;
      2. in the event of the Member’s failure to comply with paragraph 10.1.1 the Member authorises the Association to appoint someone in their name and on their behalf to sign and deliver such resignation or resignations or surrenders or transfers (as the case may be) to the Association and to each Associated Company of which they are at that time an officer or (as the case may be) shareholder; and
      3. the Member shall not represent him/herself as being in any way connected with the Association or any of its Associated Companies.
   2. Upon termination of their appointment for any reason and by whatever means, or at any time at the Board’s request, a Member shall as soon as practicable:-
      1. return to the Association all Relevant Information and other property belonging to the Association, or to any Associated Companies, which may be in their possession or under their control, and (for the avoidance of doubt) the Member shall not retain any Copies thereof; and
      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 the Member’s possession or under their control outside the Association’s premises, and (for the avoidance of doubt) the Member shall not retain any Copies thereof.
   3. The requirements of this paragraph 10 shall continue in force following the termination of a Member’s appointment for whatever reason.

1. **Insurance**
   1. The Association has directors’ and officers’ liability insurance in place as part of its National Housing Federation (NHF) membership. The current indemnity limit is £45 million across all NHF members in any year. In addition the Association has its own top-up policy providing an extra £10m cover in any year for protection in the event that the claims by other NHF members exceed the £45m. A copy of the policy document is available upon request from the Association.
2. **General**
   1. The terms of this Handbook may be amended from time to time by the Association. Any such changes shall be notified to Members.
   2. Each Member acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of their Letter of Appointment or this Handbook. 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 a Member’s Letter of Appointment or this Handbook.
3. **Data Protection**
   1. By signing their Letter of Appointment, each Member consents to the Association holding and processing data about them for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to that Member including, as appropriate:-
      1. information about their physical or mental health or condition in order to monitor and take decisions as to their fitness to perform their duties; or
      2. information relating to the Member’s racial or ethnic origin or religious  or similar belief, or sexuality, sexual orientation or disability (this is not necessarily a comprehensive list since it will be reviewed and updated from time to time to ensure it reflects legislative and good practice requirements) in order to monitor compliance with equal opportunities legislation; or
      3. information relating to any unspent criminal proceedings of which the Member has been convicted, for insurance purposes, to monitor and take decisions as to their fitness to perform their duties, and in order to comply with legal requirements and obligations to third parties.
   2. Each Member consents to the Association making the information stated in clause [1.1] above available to any of its Associated Companies, regulatory authorities and governmental or quasi-governmental organisations.
   3. Each Member must comply with the Association’s Data Protection Policy, a copy of which is available from the [Director of Governance and Legal Services or Deputy Company Secretary].
   4. The Association may change its Data Protection Policy at any time and will notify Members in writing of any changes.
   5. The Association may change its Data Protection Policy at any time and will notify Members in writing of any changes.

1. **Notices**
   1. Any notice to be given hereunder shall be in writing and be sufficiently served:-
      1. in the case of Members, by being delivered either personally to the Member or sent by registered post addressed to the Member at their usual or last known place of abode; or
      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 Director of Governance and Legal Services or Governance Manager.
   2. Any such notice if so posted shall be deemed to be served on the second day following that on which it was posted.
   3. Each Member shall advise the Director of Governance and Legal Services or Governance Manager promptly of any change in their address or other personal contact details.

1. **Law and Jurisdiction**
   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.
2. **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 a Member may have been nominated or appointed by the Association. Associated Companies shall be construed accordingly;

“**Board**” means the board of directors from time to time of the Association;

“**Board Member**” means a member of the Board;

“**Chair**” means the chair of the Board or Committee;

“**Code of Conduct**” means any code or codes of conduct for Board Members and Committee 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 Association to which a Member may be appointed in accordance with the constitution and the Code of Conduct. Committees shall be construed accordingly;

“**Constitution**” means the rules of the Association or other governing instrument (as the case may be) which govern 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);

“**Governance Framework Document**” means the governance framework adopted by the Board from time to time;

“**Letter of Appointment**” means each Member’s Letter of Appointment as issued to the Member by the Association, from time to time;

“**Regulator**” means the Homes and Communities Agency acting through the Regulation Committee established by it pursuant to Part 2 of the Housing and Regeneration Act 2008, 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 Members in connection with their holding office (and/or in connection with their application to become, and/or the process of their appointment), 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 a Member, 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 informs a Member is, confidential.