

**This agreement** is made on (insert date) **between:**

- (1) **Wiltshire Friendly Society** (Registered number 746F), incorporated under the Friendly Societies Act 1992, whose registered address is Holloway House, Epsom Square, White Horse Business Park, Trowbridge, BA14 0XG (“the Society”); and
- (2) (insert full name) of (insert full address) (“the Board member”)

**Where:**

- a) The Board member is a member of the Board of Management of the Society (“the Board”)
- b) The Board member is an independent contractor willing to provide services to the Society as provided below:

**It is agreed** as follows:

### **1. Services**

The Company engages the Board member to provide his services to the Society as a member of the Board (“the Services”) and the Board member agrees to provide the services upon the terms and conditions set out below.

### **2. Duration**

This agreement shall be deemed to have commenced with effect from (insert date) and, subject as provided in Clause 6 below, shall continue until such time as the Board member shall cease to be a member of the Board for whatever reason.

### **3. Board member’s obligations**

- 3.1 During the period of this agreement, and unless prevented by illness or injury and having regard to duties of employment or other engagement that he may have from time to time, the Board member shall make himself available to the Society by attending all meetings of the Board, and of any Committee of the Board of which his may be appointed a member from time to time (“Committee”), which they are scheduled to attend by this agreement at such times and at such locations as the Society and the Board member shall agree from time to time.
- 3.2 The Board member shall provide the services with reasonable care and skill and to the best of his ability.
- 3.3 Without prejudice to the generality of clause 3.2, the Board member shall in performing his obligations have regard at all times to the requirements of the Terms of Reference of the Board and Committees, the Memorandum and Rules from time to time of the Society (“the Rules”) and of the Legislation (as defined in the Rules).

### **4. Fee**

The Society shall pay to the Board member an annual fee (“the Fee”) of £X,XXX.XX or such fees as shall be decided from time to time by the Board of Management (such fee to be inclusive of VAT if applicable), payable in equal monthly instalments in arrears on or around the 25<sup>th</sup> of each month by direct credit transfer to a specified bank account.

The Chairman and Vice-Chairman will receive additional fees as shall be decided from time to time by the Board of Management.

## **5. Expenses**

The Society shall reimburse to the Board member all travelling and other expenses reasonably incurred by him in the proper performance of their duties under this agreement, provided that on request, the Board member shall provide the Society with evidence of actual payment of such expenses that the Society may reasonably require.

The Society shall also reimburse Board members who obtain independent professional advice where they judge such advice to be necessary to discharge their responsibilities as directors of the Society.

## **6. Termination**

Without limitation, the Society may by notice in writing terminate this agreement immediately if the Board member shall:

- 6.1 be in breach of any of the terms of this agreement which, in the case of a breach capable of remedy, is not remedied by the Board member within 21 days of receipt by the Board member of a notice requiring its remedy.
- 6.2 Be incompetent, guilty of gross misconduct and/or serious persistent negligence in the provision of the Services; or
- 6.3 Be absent for any reason for 3 or more consecutive meetings of the Board or any Committee or more than 5 such meetings in any period of 12 months; or
- 6.4 Be prevented through illness or injury from providing the Services to the Society for a consecutive period of 12 weeks or for an aggregate period of 16 weeks in any period of 12 months.

## **7. Confidential Information**

The Board member agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person, or otherwise make use of or permit to be made use of, any information relating to the Society's business affairs or finances or any such information relating to a subsidiary or member of the Society where the information was received during the period of this agreement, and upon termination of this agreement for whatever reason the Board member will deliver to the Society all working papers, emails, or other materials and copies provided to or prepared by him pursuant to this agreement or to any previous obligation to the Society.

## **8. Status & Tax Liabilities**

It is hereby declared that it is the intention of the parties that the Board member shall have the status of a self-employed person and shall not be entitled to any pension, bonus or other fringe benefits from the Society.

## **9. Notices**

Any notice required by this agreement to be given by either party to the other shall be in writing and be served by sending it registered post or by recorded delivery to the last known address of the other party or by email with an encrypted attachment. Any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting such notice.

## **10. Transfer of Engagement**

In the event the Society enters into a Transfer of Engagement agreement with another organisation, leading to the abolition of the Board of Management, the Board member will be entitled (in addition to any due emolument) to receive 3 months of his annual fee on the date on which the Transfer of Engagement agreement is signed.

**11. Register of Declared Private, Professional, Commercial and Other Interests**

The Board member is required to complete, sign and date the Register of Declared Private, Professional, Commercial and Other Interests (“Form A”) on an annual basis and for each forthcoming financial year.

**12. Entire Agreement**

This agreement sets out the entire agreement of the parties and supersedes all prior arrangements and understandings relating to its subject matter.

As witness the hands of the parties or their duly authorised representatives the day and year first above written.

Signed by ..... Signed by .....  
For and on behalf of (Insert name)  
**Wiltshire Friendly Society**

In the presence of ..... In the presence of .....

FORM A

REGISTER OF DECLARED PRIVATE, PROFESSIONAL, COMMERCIAL AND OTHER INTERESTS

FINANCIAL YEAR .....

NAME .....

Please list your position(s) within *any* professional/commercial concern

Main form of employment including employer and position

Please list all sources of *earned* income (e.g. employment, pensions, consultancies, directorships, honoraria)

Shareholdings and financial interests in companies *greater* than 10%

*Un-remunerated* involvement with or membership of any similar organisation to the Society

Political/pressure group *associations*

Please detail any conflicts of interest that may arise out of any known immediate *family* involvement in any of the above

I undertake to declare at meetings of Wiltshire Friendly Society, any private, professional, political, commercial, or other interests that might be perceived to conflict with the interest of Wiltshire Friendly Society and which have not been listed above. I accordingly agree to update this written declaration as circumstances arise. I note and accept that the Wiltshire Friendly Society may hold these details electronically and on the web, and that the register of interests is open to public inspection and subject to inspection by auditors, and will be retained in line with the Wiltshire Friendly Society's retention and disposal policy for records.

Signed: .....

Date: .....