

Institute of Cemetery & Crematorium Management



AGREEMENT TO SERVE AS A DIRECTOR

June 2023



THIS AGREEMENT is made on the.....day of20.....

BETWEEN:

Institute of Cemetery & Crematorium Management, the "company"

AND

....., the "Director"

WHEREBY IT IS AGREED as follows:

1. Definitions

- a) 'The company' means the Institute of Cemetery & Crematorium Management.
- b) 'The Board' means the Board of Directors of the company.
- c) 'The Chairman' means the chairman of the board of directors of the company.

2. Interpretation

Reference in this Agreement to the masculine shall include the feminine and any reference to the singular shall include the plural.

3. Period of Service

Your period of service is one of three year's duration and commenced on the day of 20.... being the date of the Annual General Meeting following the declaration of election results.

4. Position

4.1 Your position in the company will be of a member of the Board of Directors to undertake such duties required of the position(s) as the Board or the Chairman may determine from time to time.

4.2 You will carry out your duties in accordance with the company's Memorandum and Articles of Association and Byelaws that are in force at any given time and where doubt exists in relation to the afore mentioned documents you should seek clarification from the Company Solicitor prior to making any statement or taking any action or decision.

5. Attendance at Meetings

You will be required to attend at Board meetings in various parts of the UK for which reasonable notice will be given. Should you be unable to attend a meeting you should lodge your apologies and reason for non-attendance with the Chief Executive at a reasonable time prior to the meeting.

6. Completion of Duties

No set hours apply to the role however you will be required to spend such time as is necessary to complete the duties associated with the role of Director.

7. Salary

At the present time, no salary is paid to Directors.

8. Expenses

Upon being presented with proof of payment of your expenses incurred in performing your duties the Finance & IT Manager shall reimburse the amount of these expenses to you. The company will meet all reasonable expenses for travel, accommodation and subsistence that you may incur in performing your duties as a Director.

9. Directors' Duties

9.1 You will not place yourself in a position in which your interests conflict with that of the company.

9.2 You will declare the ownership of any shares or interests in any business or organisation in competition with the company, which, are held by you or your spouse or partner or children under the age of 18. This may include, but is not limited to family business relationships with contractors, consultants or suppliers of the company, private work, membership of voluntary or similar trade organisations or companies or organisations that compete with the company and statutory bodies etc. You will take such steps as may be notified to you by the company to ensure that there is no conflict of interest.

9.3 You will not during your period of office work for or hold office with any other trade organisation representing the cemetery and/or crematorium industry (or otherwise associated therewith) without the consent of the Board of Directors which will be confirmed or otherwise in writing by the Chairman of the Board of Directors (such consent not to be unreasonably withheld).

9.4 You shall not offer to any third party or accept from a third party any benefit whether financial or in kind.

9.5 You may not accept gifts or hospitality from any business or person with whom you are engaged in company business and must always seek permission of the Chairman of the Board of Directors prior to accepting such gifts or hospitality.

9.6 In carrying out your duties you will comply with the General Duties of Directors set out at length in Sections 171 to 177 Companies Act 2006 and which can be summarised as:

- * Section 171 – act within ICCM's constitution and powers;
- * Section 172 – promote ICCM's success;
- * Section 173 – exercise independent judgment;
- * Section 174 – exercise reasonable care, skill and diligence;
- * Section 175 – avoid conflicts of interest;
- * Section 176 - not to accept gifts from third parties;
- * Section 177 – declare interest in proposed transaction or arrangement.

10. Intellectual Property

10.1 Any patent or design rights arising from the work of the company or is expected to arise from such work that you may have involvement with, shall belong to the company.

10.2 The copyright in any material produced by the company rests with the company.

11. Notice

11.1 You will give one month's notice in writing to the Chairman of the Board of Directors should you wish to terminate your service on the board during your period of office.

11.2 The Board of Directors reserves the right to terminate your office as a Director should you fail to attend two successive meetings without giving due notice or you commit gross misconduct.

Gross misconduct shall be taken to include (but not restricted to) the following:

- a)** Theft or attempted theft from either the company or the company's clients, customers or any of the company's employees.
- b)** Fraud or breach of fiduciary duty
- c)** Causing malicious injury or maiming to the company's clients, customers or employees.
- d)** Rude offensive and threatening behaviour to the company's clients, customers or employees.
- e)** Malicious damage to property.
- f)** Breach of confidentiality.
- g)** Negligence resulting in serious loss, damage or injury to the company, the company's clients, customers or employees.
- h)** Serious breaches of Health and Safety regulations.
- i)** Deliberate failure to follow the company's policies and procedures.
- J)** Any conduct likely to bring you or the company into disrepute.
- k)** Breach of the duty of fidelity

11.3. The company may also terminate the contract without notice if you are in serious breach of this agreement for the following reasons:

- a)** If you commit a serious or grave breach of this Agreement or persistent breaches of this Agreement, or
- b)** If you are unable to pay or have no reasonable prospects of paying your debts the amount or aggregate amount of which equals or exceeds the bankruptcy level within the meaning of the Insolvency Act 1986 (as amended) or enters into a compromise for the benefit of your creditors, or

c) If you are convicted of any criminal offence other than a minor motoring offences, or

d) If you becomes a patient within the meaning of Section 94 or Section 145 of the Mental Health Act 1983, or

e) If you are unable to perform your duties as a by reason of illness, injury or other cause for a period of four consecutive months or for an aggregate of more than six months during any twelve month period.

11.4 Upon termination of your period of office you will promptly return to the company any company property or any property belonging to a third party which is held by you on behalf of the company, including but not limited to, keys, credit cards, cars, equipment, paper, disks, computer programs and data and documents and all copies of the same.

12. Restrictive Covenants

12.1 You shall not during your period of office or after your period of office has terminated use or disclose or permit to be disclosed without the prior consent of the company any confidential information or proprietary data concerning the practice, business dealings or affairs of the company or any of the company's clients which may come to your knowledge by reason of the office held by you within the company.

a) Confidential information or trade secrets shall consist of but not necessarily be limited to: Technical, commercial, financial, operational, marketing or promotional information.

b) Proprietary data shall consist of but not necessarily be limited to: Member and Customer lists, pricing data, sources of supply, financial, production or marketing data or merchandising systems and plans.

12.2 You will not make any public statement or any statement to a person associated with the media concerning the company, its customers or suppliers or their activities without first obtaining the written consent of the Board of Directors and any statement made should be commensurate with the policies of the company.

12.3 You will acknowledges that any breach or violation of this Agreement is likely to cause loss or damage to the company and in that event the company shall be entitled to apply for injunctive relief or claim damages in addition to any other available remedies.

13. Policies

You are required to comply with any policies that the company may issue from time to time. Such existing policies will be given to you at the commencement of your term of office. Should there be any conflict between the provisions of this agreement and those in any company policy, the provisions of this agreement and any variation thereto will prevail.

14. Grievance Procedure

A copy of the company's grievance procedure will be provided on request.

15. Disciplinary Procedure

A copy of the company’s disciplinary procedure will be provided on request.

16 Right of Company Membership to Revoke Appointment

The Institute may, by ordinary resolution, remove any member of the Board of Directors at any time provided that special notice is given in accordance with Section 168 Companies Act 2006 subject to compliance with by the Company with its obligations under Section 169 (Director’s right to protest against removal).

17. Severability

It is hereby declared that the foregoing paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

18. Prior Agreements

This Agreement sets out the entire Agreement and understanding of the parties and is in substitution of any previous written or oral agreements between the company and you.

19. Jurisdiction

This Agreement shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

SIGNED by the Director:
[Insert Director’s name]

Signature: _____

Date: _____

SIGNED (for and on behalf of):

Chairman of the Board of Directors

Signature: _____ Date_____