

## **Non-executive Director of Salisbury Foundation Trust – Terms and conditions of Appointment**

These are the most current standard terms and conditions of Salisbury NHS Foundation Trust for the appointment of Non-Executive Directors. Non-Executive Directors receive these in a written letter at the commencement of their term of office which they are expected to sign and return to the Director of Corporate Governance.

### **1 Appointment**

- 1.1 Your appointment is effective from (*insert date*) when you return the acceptance slip attached hereto. You will be based at Salisbury District Hospital.
- 1.1 This appointment does not create any contract of employment or contract for services between yourself and the Trust and is not within the jurisdiction of the employment tribunals.
- 1.2 This appointment is governed by the terms of the Constitution and the Trust's Standing Orders for the Board of Directors and Council of Governors. Copies of the Constitution and the Standing Orders are available on request from the Secretary.

### **2 Termination of Appointment**

- 2.1 The Constitution sets out the circumstances in which a Director will be disqualified from office. Should any of those circumstances become applicable to you, your appointment will be terminated.
- 2.2 You are required, as a director to be fit and proper and of good character upon commencement and throughout your term of office. Any concerns about this will be investigated and if substantiated will mean the termination of the appointment
- 2.3 If the Council of Governors is of the opinion that it is no longer in the interests of the National Health Service that you continue to hold office then, subject to the provisions of the constitution, your appointment may be terminated without notice.
- 2.4 The following list provides examples of matters, which may indicate to the Council of Governors that it is no longer in the interests of the National Health Service that you continue in office. The list is not intended to be exhaustive or definitive; the Council will consider each case on its merits, taking account of all relevant factors:
  - 2.4.1 If an annual appraisal or sequence of appraisals is unsatisfactory;
  - 2.4.2 If you lose the confidence of the Council of Governors

- 2.4.3 If removal is required by the Trust's regulators
- 2.4.4 If you lose the confidence of the public or local community in a substantial way;
- 2.4.5 If you fail to deliver work against pre-agreed targets incorporated within your annual objectives;
- 2.4.6 If there is a terminal breakdown in essential relationships, for example between a you and the Council of Governors or the Board of Directors
- 2.5 Your appointment may also be terminated if:
  - 2.5.1 You do not attend a meeting of the Trust for a period of three months unless the Council of Governors is satisfied:
    - 2.5.1.1 That your absence was due to a reasonable cause and,
    - 2.5.1.2 That you will be able to attend meetings within such time as Governors consider reasonable.
  - 2.5.2 You do not properly comply with the requirements of the Standing Orders with regard to pecuniary interests in matters under discussion at meetings of the Trust (for example, a failure to disclose such an interest).
- 2.6 You may terminate your appointment at any time by three month's written notice of termination.

### **3 Time Commitment**

- 3.1 You are expected to devote whatever time as is reasonably necessary to undertake Trust business and is appropriate to the role. This will include attendance at the following:
  - 3.1.1 meetings of the Board of Directors and Council of Governors;
  - 3.1.2 meetings of Committees of the Board,
  - 3.1.3 any other meetings or requirements as shown in the Role Profile
- 3.2 The location and time of all meetings will be notified to you by the Trust and reasonable notice will be given of any variations to pre-planned dates, times or locations.
- 3.3 You will also be expected to devote appropriate preparation time ahead of each meeting.

### **4 Role**

- 4.1 Your role and responsibilities are set out in the Constitution and in the Role Profile.

- 4.2 The Non-Executive Directors have the same general legal responsibilities to the Trust as any other director.
- 4.3 The Board of Directors is collectively responsible for promoting the success of the Trust and supervising the Trust's affairs.

## **5 Remuneration**

- 5.1 For the period that you hold office as a non-executive director you will be entitled to remuneration of £13,500 per annum.
- 5.2 The Trust will also reimburse you for reasonable and properly documented expenses that you may incur in performing the duties of your office, in accordance with Trust policies.
- 5.3 Your remuneration will be reviewed annually by the Council of Governors, who are also responsible for your appraisal.
- 5.4 There is no entitlement to compensation for loss of office and you will not be entitled to any pension, bonus or other benefits apart from those specifically addressed in this letter.
- 5.5 Your fees and remuneration will be subject to applicable UK statutory deductions. This will include deductions for income tax, national insurance and similar liabilities for which the Trust is liable to account.

## **6 Outside Interests**

- 6.1 It is accepted and acknowledged that you have business interests other than those of the Trust and have declared any conflicts that are apparent at present.
- 6.2 If you have a pecuniary, personal or family interest, whether that interest is actual or potential and whether that interest is direct or indirect, in any proposed contract or other matter which is under consideration or is to be considered by the Trust Board, you shall disclose that interest to the Board as soon as you become aware of it. Your attention is drawn to the legal requirement to avoid situations where a conflict of interest arises.
- 6.3 Details for arrangements for the disclosure of interests are set out in the Constitution.

## **7 Criminal Matters**

- 7.1 You are required to declare immediately to the Trust Secretary if you are ever arrested, any pending prosecutions or convictions (including driving offences) and any cautions. Failure to disclose the fact of an arrest, a caution, pending prosecution or conviction may result in termination of your appointment upon these terms and conditions by the Council of Governors.

## **8 Confidentiality**

- 8.1 Save as may be required by law, you shall at no time (whether during or after the period of your office) disclose, permit to be disclosed, make use of or permit the use of confidential information acquired during your appointment

(which shall include unpublished information relating to the Trust, its business plans, finances etc).

8.2 On termination or expiry of your appointment for whatever reason you will be required to return all reports, minutes, working papers, computer discs, and other material and all copies prepared by or for you.

8.3 Your attention is drawn to the requirements of the Data Protection Act 1998.

## **9 Public Speaking**

9.1 You should not make political speeches or engage in other political activities associated with or in relation to matters affecting the work or operation of the Trust.

9.2 In cases of doubt, the guidance of the Trust Secretary or Chairman should be sought.

## **10 Equal Opportunities**

10.1 The Trust is committed to providing equal opportunities regardless of sex, marital status, colour, race, age, religion, sexual orientation, nationality or national origins.

10.2 A copy of the Trust's Equal Opportunities Policy may be obtained from the Human Resources Department. You should be familiar with, and at all times comply, with the terms of this policy.

## **11 Health & Safety at Work Act**

11.1 You are reminded that, in accordance with the Health and Safety at Work Act 1974, you have a duty to take reasonable care to avoid injury to yourself and to others.

## **12 Loss of Personal Effects**

12.1 The Trust will not accept liability for loss or damage to personal property on Trust premises by burglary, fire, theft or otherwise. You should make arrangements to provide your own insurance cover.

## **13 Removal of Trust Property**

13.1 You must not remove any material or goods which belong to the Trust from Trust premises unless it is in the normal course of your office and the necessary authorisation has been obtained from the Trust Secretary.

## **14 Review Process**

14.1 The performance of every member of the Board (including yourself) and its committees will be evaluated annually. If in the interim, there are matters which cause you concern about your role you should discuss them with the Senior Independent Director as soon as is appropriate.

**15 Insurance**

- 15.1 The Trust has insurance to cover the liabilities of directors and officers and it is intended to maintain such cover for the full term of your office.
- 15.2 You should be aware that such insurance does not provide you with any protection against financial or criminal liability arising from the breach of any applicable laws and for which you are held wholly or partially responsible.

**16 Data Protection**

- 16.1 By signing this document you consent to the Trust holding and processing information about you 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) including, as appropriate:
  - 16.1.1 information about your physical or mental health or condition in order to monitor sickness levels and take decisions as to your fitness to carry out your duties; or
  - 16.1.2 your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or
  - 16.1.3 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;
- 16.2 You consent to the Trust making such information available where required to any of its Officers or Committees, those who provide products or services to the Trust (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations.

**ACCEPTANCE STATEMENT**

I have read and accept this contract for services in respect of the office of Non-Executive Director outlined in this document and have retained a copy.

I declare

- that upon appointment I am independent of Salisbury Foundation Trust
- that I am a fit and proper person to hold office as a director

Signature .....

Date .....