



Leeds Fans CBS Limited,
3 Landmark Court, Revie Road
Leeds, LS11 8JT

Board Membership and Conduct Policy V1.02

Conduct agreement

This document sets out what we can each reasonably expect from your volunteering role as a Leeds Fans Utd CBS Limited director or Exec member, if applicable. This policy applies to candidates in any election procedure.

This agreement covers duties, responsibilities and information of Leeds Fans Utd CBS Ltd, Leeds Fans Utd Ltd (jointly referred to in this document as LFU) and Leeds United Football Club. LFU appreciates you volunteering with us and is committed to providing volunteers with a supportive environment. We hope that you will find your volunteer experience enjoyable and rewarding.

Director role

Your role as director starts on your successful election to the board of Leeds Fans Utd CBS Ltd.

We trust that you will be able to devote variable amounts of time to LFU business as needed from time to time. This time is voluntary and will vary as the LFU project proceeds. Other directors and society members will depend upon the time you devote so it is essential that you liaise with other directors to determine when you are available.

We expect you to perform your role to the best of your ability and to follow our procedures and standards, including health and safety and equal opportunities, and to comply with the Bribery Act 2010.

As a director you will be subject to various UK laws and you will be expected to obey all relevant laws as they apply to both Leeds Fans Utd CBS Ltd and Leeds Fans Utd Ltd. An overview of directors' responsibilities can be found at the following websites but if you are in doubt you are urged to seek your own professional legal advice. You should also be aware that in certain circumstances you could be held responsible for the actions of other directors.

<https://www.icaew.com>

<http://www.accaglobal.com>

Insurance is not currently provided to help cover directors' costs etc. as a result of joint actions taken by the board of Leeds Fans Utd CBS Ltd and you may wish to consider buying personal cover for directors' liability although this insurance may be provided in the future; however this may not absolve you from penalties from legal action against you personally or fully cover your costs.



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Induction and training

We will provide an induction explaining what we do and how directors fit within our organisation. We cannot provide training to assist you but you may seek advice from the Society's Secretary or other directors as needed. If necessary you may seek independent advice but this will be at your own cost.

Collective Responsibility

The board of Leeds Fans Utd CBS Ltd and the Exec operate under the legal doctrine of collective responsibility as specified here:

Every director is equally responsible for the consequences of decisions taken and should fully support and abide by the group's decisions (whether or not they have participated in those decisions). Directors finding they are unable to follow this doctrine from time to time should inform the group and consider their continuing position within the group; in such an event directors are reminded of their other responsibilities such as confidentiality.

Employment Status

You will not be classed as employed for the purposes of tax or national insurance; you will be expected to give your time freely and you will not receive an allowance towards expenses incurred.

Remuneration and Expenses

You will receive no remuneration (salary, wages, bonus or any other such payment) for your volunteering as a director of Leeds Fans Utd CBS Ltd.

We will not normally reimburse any out-of-pocket expenses incurred in connection with your volunteering for us. If you wish to be reimbursed for any expenses you must seek board approval and written confirmation from the Secretary before incurring any expenses.

For avoidance of doubt, directors should note that personal expenses are not refunded. All directors are expected to normally cover their own costs incurred while representing LFU including but not limited to travel, hotels, food and other subsistence. This includes travel, lodging and subsistence to official meetings or any other business. Similarly, other expenses such as postage, notebooks, pens etc are not refunded.

It has never happened so far but a specific project may be minimally funded if absolutely necessary and approved in advance.

Directors should therefore be well aware that volunteering with LFU may subject them to personal costs.



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Confidentiality

In the course of providing your volunteering services, you may have access to confidential information relating to LFU, including but not limited to financial particulars, strategic decisions and plans and information related to Leeds Fans Utd CBS Ltd, Leeds Fans Utd Ltd and Leeds United Football Club.

We expect you not to use or disclose this information to any person or through any failure to exercise all due care and diligence cause or permit any unauthorised disclosure of this information either during your volunteering with us or at any time afterwards.

You will not retain or use for your own purposes nor for any other purposes other than those of LFU nor without permission remove from the premises or control of LFU any files, documents, papers, records, reports, property or any copies thereof which relate in any way to the affairs or business of LFU or Leeds United Football Club.

Representing

For the avoidance of doubt, as a director for LFU you are not entitled to represent yourself or infer that you represent LFU without approval from LFU Exec or the board of Leeds Fans Utd CBS Ltd.

In particular you should not make any comments, whether verbal or written, to any third party, which either express or imply that you are speaking on behalf of LFU, including but not limited to any comments on any form of social media.

You should also not make any comments to the media, in whatever form, regarding LFU unless you have the express written consent of LFU.

You should also refrain from expressing views, whether personal or not, about Leeds United Football Club which may be detrimental to the business of LFU. For avoidance of doubt, this extends to adverse comments about on-field matters as well as the running of club.



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Leaving

We ask that you give us as much notice as possible if you want to cease your role as Exec member (if applicable) or as a director of Leeds Fans Utd CBS Ltd so that we can arrange a replacement.

Scope

This agreement does not intend to imply or create any employment relationship between you and LFU either now or at any time in the future.

Approved by the Board 31st January 2019,

A handwritten signature in blue ink, appearing to be 'Mike Thornton', written over a faint circular stamp or watermark.

Mike Thornton, Secretary.
On behalf of Leeds Fans Utd CBS Ltd.