

Governance Connected

Clerking Service

Supporting Effective Charity Governance

The service is delivered with reference to Charity Commission guidance, including CC3 The Essential Trustee, the Charity Governance Code, the charity's governing document, and any other relevant legal or regulatory requirements applicable to the charity.

Supporting strong governance by helping trustees focus on their core responsibilities:

- **Ensuring the charity remains focused on its charitable purposes and public benefit.**
- **Providing strategic leadership and oversight in line with the charity's governing document.**
- **Holding senior staff, volunteers, contractors, or service providers accountable where applicable.**
- **Safeguarding the charity's assets, finances, reputation, and long-term sustainability.**
- **Ensuring compliance with legal and regulatory requirements, including Charity Commission guidance.**
- **Managing risks effectively and promoting good governance practices.**

The Clerking Service will:

Provide a suitably skilled governance professional who will:

- Agree mutually convenient meeting dates with the Chair and trustees for the year ahead.
- In consultation with the Chair and relevant staff or volunteer leads, proactively prepare agendas for trustee board meetings and any committees or working groups. Draft agendas would normally be prepared 3 to 4 weeks in advance, taking account of the annual work plan, actions arising from previous meetings, regulatory requirements and governance priorities.
- Ensure notices of meetings, agendas and supporting papers are circulated within agreed timescales.
- Read meeting papers and provide relevant governance advice to trustees and charity leaders where appropriate.
- Receive apologies for absence, advise the Chair on potential quorum issues, and record trustee attendance.
- Attend trustee meetings and committee meetings as required, either in person or remotely, and accurately record proceedings.

- Advise trustees on procedural matters, good governance practice, regulatory requirements, and the charity's governing document during meetings where necessary.
- Produce draft minutes and submit them to the Chair within ten working days of the meeting, unless otherwise agreed.
- Advise trustees and charity leaders of actions arising from meetings and circulate approved draft minutes promptly.
- Maintain trustee records, including:
 - Terms of office
 - Attendance records
 - Trustee declarations
 - Resignations and appointments
 - Committee membership
- Alert trustees to upcoming vacancies, reappointments, retirements, and governance actions that may be required.
- Support compliance with Charity Commission requirements, including maintaining governance records and supporting the completion of statutory filings where agreed.
- Maintain records of delegated authority, committee responsibilities and governance structures, drawing attention to any required updates.
- Advise on procedural, constitutional, legislative and governance matters between meetings as required.
- Respond promptly to requests for support from trustees and charity leaders. Correspondence will normally receive a response within 48 hours during working days.
- Facilitate communication between meetings and share relevant governance updates, regulatory changes and good practice guidance.
- Liaise with charity staff, volunteers and advisers as necessary to support effective governance.
- Support trustee recruitment, induction, governance reviews, board effectiveness reviews, skills audits, policy reviews, governance documentation, committee structures and delegated authority frameworks where requested.
- Carry out duties in accordance with relevant legislation, including data protection requirements and GDPR.

The Clerking Service will also:

- Provide governance professionals with opportunities for continuous professional development and access to governance resources.
- Provide governance professionals with a Governance Connected email address for all routine correspondence.
- Seek to provide emergency cover in the event of sickness or unexpected absence.

- Provide a replacement governance professional as soon as reasonably practicable if a colleague resigns or if service concerns cannot be resolved.
- Liaise with the Chair, governance professional and charity regarding any changes to service arrangements.
- Provide administrative, performance management and contractual support relating to governance professionals.
- Monitor and evaluate the effectiveness of the service and respond to charity-specific requirements where possible.
- Provide additional governance support as required.

Trustees have a responsibility to:

- Conduct meetings efficiently and effectively.
- Provide the governance professional with information required to fulfil the role, including trustee and key contact details.
- Respect the professional independence of the governance professional and give due consideration to governance advice provided.
- Respond promptly to requests for information and action.
- Ensure meeting papers are made available in sufficient time for circulation.
- Consult the governance professional before changing meeting dates wherever possible.
- Permit the use of recording devices solely for the purpose of ensuring the accuracy of minutes, with recordings securely deleted once minutes have been approved.
- Ensure the charity complies with Charity Commission requirements regarding trustee appointments, governance records and statutory reporting.

The chair and/or chair of committee has a responsibility to:

- Review and comment on draft minutes within five working days of receipt where possible.
- Maintain timely communication with the governance professional to enable duties to be carried out effectively and within agreed timescales.
- Support the governance professional in fulfilling their governance responsibilities.
- Complete service evaluations when requested.

Charity Leaders, Chief Executive or Senior Staff have a responsibility to:

- Ensure papers for meetings are available in sufficient time for circulation.
- Maintain timely communications with the governance professional.
- Recognise that the governance professional's primary accountability is to the board of trustees through the Chair.

- Work cooperatively with the governance professional in supporting trustee decision-making and governance processes.

Payment terms

- Our standard rate is £40 per hour plus VAT (academic year 2026-27) usually invoiced on a monthly basis, as soon as possible after the last piece of work for that month has been completed. Our rates are reviewed in June for the following academic year. Our payment terms are 15 days.

Cancellation charges

- A cancellation charge of up to 5 hours may be made in the event of meeting cancellation. This is particularly the case where meetings have been diarised for some time and/or may have resulted in colleagues turning away alternative work, even if the relevant meeting is rescheduled.

Comments and complaints

- Our aim will always be to provide a high-quality governance orientated service and where necessary resolve any concerns about the service as quickly as possible. If the charity is unhappy with any element of the service that is provided, the Chair of the charity should register their concern to Liz Bharj at **the earliest opportunity**. The concern will be investigated, and appropriate action taken to address any issues.

Ending the contract

- The Chief Executive Officer shall give at least 12 weeks' notice if it wishes to cancel the service agreement.
- The governance professional is contracted to the clerking service at all times. The charity shall not directly or indirectly employ or engage any governance professional working with the clerking service to provide services similar to those the clerking service is able to provide, either during the time of the service agreement, or subsequent to it. This provision includes appointing to such roles as governance lead, head of governance etc. If the charity breaches this provision, it will incur a £2500 compensation fee.

Signed by the client:

Date:

Please provide the relevant postal address for invoicing purposes, an email address and telephone number for invoicing purposes below.

Email:

Telephone number:

Charity Name:

Postal Address:

APPENDIX A – About Governance Connected

Founded in 2018, Governance Connected provides virtual governance support to schools, academy trusts and charities. We have grown into a nationwide team of around 35 dedicated professionals, bringing extensive experience from across the education and governance sectors. Many of our colleagues are qualified to Level 3 or 4 and have held senior roles, including Head of Governance within multi-academy trusts and company secretary positions. This breadth of expertise gives us valuable first-hand insight into the challenges and opportunities facing today's governing boards. Several colleagues have also been nominated for NGA Outstanding Governance Awards.

Governance Connected is now owned by Liz Bharj who has more than 14 years' experience in governance.

We have established our position in a competitive market by delivering a high-quality, reliable clerking service. Our strengths include the agility to respond quickly to client needs, often on an ad hoc basis, and the ability to provide tailored governance support for panels, including through our dedicated Independent Review Panel service.

We currently support governance across all phases, in approximately 140 schools and academy trust boards nationwide. By working primarily through virtual channels, we provide flexible, responsive and cost-effective support tailored to the specific needs of each board.

We deliver confident, effective governance that makes a meaningful difference for children, and we believe every child deserves the opportunity to thrive, wherever they go to school. A child's chances should not depend on postcode, funding or fortune. With strong governance, boards can work confidently, collaboratively and effectively to drive better outcomes for the children in their schools.

Our services include expert clerking, governor and trustee training, external reviews of governance, and specialist support for all panels, delivered by experienced professionals who understand the governance landscape.

APPENDIX B – Data Processing Agreement

BACKGROUND

- (A) This agreement is to ensure there is in place proper arrangements relating to personal data passed from the charity to the clerking service in respect to the provision of ad-hoc project services
- (B) This agreement is compliant with the requirements of Article 28 of the General Data Protection Regulation.
- (C) The parties wish to record their commitments under this agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this agreement:

"Data Protection Laws" means the Data Protection Act 1998, together with successor legislation incorporating GDPR;

"Data" means personal data passed under this agreement, being in particular that relating to staff at the charity or the young people it supports

"GDPR" means the General Data Protection Regulation;

"Services" means the Project work

2. DATA PROCESSING

The charity is the data controller for the data and the clerking service is the data processor for the data. The data processor agrees to process the data only in accordance with data protection laws and in particular on the following conditions:

- a. the processor shall only process the data (i) on the written instructions from the charity
(ii) only process the data for completing the services and (iii) only process the data in the UK with no transfer of the data outside of the UK (Article 28, para 3(a) GDPR);
- b. ensure that all employees and other representatives accessing the data are (i) aware of the terms of this agreement and (ii) have received comprehensive training on data protection laws and related good practice, and (iii) are bound by a commitment of confidentiality (Article 28, para 3(b) GDPR);
- c. the charity and the processor have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with Article 32 of GDPR,
- d. the charity consents to the processor involving third parties, under self-

employed contract to them in the processing of the data. The processor undertakes to ensure additional processing agreements are in place with such parties as required (Article 28, para 3(d) GDPR);

- e. taking into account the nature of the processing, assist the charity by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of the charity's obligation to respond to requests from individuals exercising their rights laid down in Chapter III of GDPR – rights to erasure, rectification, access, restriction, portability, object and right not to be subject to automated decision making etc. (Article 28, para 3(e) GDPR);
- f. assist the charity in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR – security, notification of data breaches, communication of data breaches to individuals, data protection impact assessments and when necessary consultation with the ICO etc., taking into account the nature of processing and the information available to the Processor (Article 28, para 3(f) GDPR);
- g. the processor will securely delete the data at the end of the service. Deletion shall include destruction of all existing copies unless otherwise a legal requirement to retain the data. Where there is a legal requirement, the processor will prior to entering into this agreement confirm such an obligation in writing to the charity. Upon request by the charity, the processor shall provide certification of destruction of all data (Article 28, para 3(g) GDPR);
- h. immediately contact the charity if there is any personal data breach or incident where the data may have been compromised.

3. Termination

- a. The charity may immediately terminate this agreement on written notice to the processor but is subject to the general terms of termination of contract. The processor may not terminate this agreement without the written consent of the charity.

4. General

- a. This agreement may only be varied with the written consent of both parties.