Governance Connected
Company Secretarial Support

Supporting Effective Corporate Governance

The service is delivered with reference to the requirements of the Companies Act 2006, Companies House guidance, the company's Articles of Association, shareholder agreements (where applicable), and any other relevant legal, regulatory, or governance requirements applicable to the business.

Supporting strong corporate governance by helping directors focus on their core responsibilities:

- Ensuring the company operates in accordance with its constitutional documents and legal obligations.
- Supporting directors in fulfilling their statutory duties and responsibilities.
- Providing governance support that enables effective strategic leadership and decision-making.
- Maintaining accurate corporate records and protecting the company's legal and regulatory standing.
- Supporting compliance with Companies House filing requirements and corporate governance obligations.
- Helping manage governance risks and promoting good governance practices across the organisation.
- Supporting effective communication between directors, shareholders and other stakeholders where appropriate.

The Service will:

Provide a suitably skilled company secretary who will:

- Agree mutually convenient meeting dates with the Chair, Board, Directors or Company Leadership Team for the year ahead.

- In consultation with the Chair, directors and relevant senior leaders, proactively prepare agendas for board meetings, committee meetings and shareholder meetings where required. Draft agendas would normally be prepared 3 to 4 weeks in advance, taking account of the annual governance calendar, actions arising from previous meetings, statutory requirements and governance priorities.

- Ensure notices of meetings, agendas and supporting papers are circulated within agreed timescales.

- Read meeting papers and provide governance and procedural advice where appropriate.

- Receive apologies for absence, advise on quorum requirements and maintain attendance records.

- Attend board meetings, committee meetings and shareholder meetings as required, either in person or remotely, and accurately record proceedings.

- Advise directors on procedural matters, governance obligations, constitutional requirements and relevant legislation during meetings where necessary.

- Produce draft minutes and submit them to the Chair within ten working days of the meeting, unless otherwise agreed.

- Advise directors and company leaders of actions arising from meetings and circulate approved draft minutes promptly.

- Maintain statutory records, including:

    - Director appointments and resignations
    - Director service addresses and details
    - Persons with Significant Control (PSC) information
    - Shareholder records
    - Share transfers and allotments
    - Board and committee memberships
    - Constitutional documents

- Alert directors to upcoming governance actions and filing requirements, including:

    - Confirmation Statements
    - Director appointments and retirements
    - Changes to PSC information
    - Shareholder approvals and resolutions
    - Annual governance reviews

- Support compliance with Companies House requirements, including maintaining statutory registers and preparing and submitting 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 directors and company leaders. Correspondence will normally receive a response within 48 hours during working days.

- Facilitate communication between meetings and share relevant governance updates, legislative changes and good practice guidance.

- Liaise with company employees, external advisers, accountants, auditors and solicitors where necessary to support effective governance.

- Support director recruitment, induction, governance reviews, board effectiveness reviews, succession planning, governance documentation, committee structures and delegated authority frameworks where requested.
- Assist with the preparation of written resolutions and shareholder communications where required.

- Carry out duties in accordance with relevant legislation, including data protection requirements and UK GDPR.

The Service will also:

- Provide company secretaries with opportunities for continuous professional development and access to governance resources.
- Provide company secretaries with a dedicated business email address for all routine correspondence.
- Seek to provide emergency cover in the event of sickness or unexpected absence.
- Provide a replacement company secretary as soon as reasonably practicable if a colleague resigns or if service concerns cannot be resolved.
- Liaise with the Chair, directors and company regarding any changes to service arrangements.
- Provide administrative, performance management and contractual support relating to company secretaries.
- Monitor and evaluate the effectiveness of the service and respond to company-specific requirements where possible.
- Provide additional company secretarial and governance support as required.

Directors have a responsibility to:

- Conduct meetings efficiently and effectively.
- Provide the company secretary with information required to fulfil the role, including director, shareholder and key contact details.
- Respect the professional independence of the company secretary 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 company secretary 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 company complies with statutory requirements regarding directors, shareholders, PSCs, statutory registers and Companies House filings.

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 company secretary to enable duties to be carried out effectively and within agreed timescales.
- Support the company secretary in fulfilling their governance responsibilities.
- Complete service evaluations when requested.

Company 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 company secretary.
- Recognise that the company secretary's primary accountability is to the Board through the Chair.
- Work cooperatively with the company secretary in supporting board decision-making and governance processes.

Payment terms

- Our standard rate is £55 per hour plus VAT, 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 annually.
- Payment terms are 15 days from the date of invoice.
- Additional project work, company restructures, share capital transactions, governance reviews or support outside the agreed scope may be charged separately at the prevailing rate.

Cancellation charges

- A cancellation charge of up to 5 hours may be made in the event of cancellation or postponement of a board, committee or shareholder meeting.
- 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 company is unhappy with any element of the service that is provided, the Chair, Managing Director, Chief Executive Officer or another authorised representative should register their concern with Liz Bharj at the earliest opportunity.
- The concern will be investigated, and appropriate action taken to address any issues.

Ending the contract

- Either party shall give at least 12 weeks' written notice if it wishes to terminate the service agreement.
- The company secretary is contracted to the Company Secretarial Service at all times. The company shall not directly or indirectly employ or engage any company secretary working with the Company Secretarial Service to provide services similar to those the Company Secretarial Service is able to provide, either during the period of

the service agreement or for a period of twelve months following its termination. This provision includes appointments to roles such as Company Secretary, Assistant Company Secretary, Governance Manager, Head of Governance, Corporate Governance Manager or equivalent positions. If the company breaches this provision, it will incur a £2,500 compensation fee.

- Upon termination of the agreement, all company records, governance documents and information held on behalf of the company will be returned or transferred to the company or its nominated adviser in accordance with agreed arrangements and applicable data protection requirements.

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:

Company Name:

Postal Address:

APPENDIX A – About Governance Connected

Founded in 2018, Governance Connected provides virtual governance support to schools, academy trusts, charities and companies. 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, and have expanded into the charity and private sectors. 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.

Governance Connected
Supporting School & Trust Governance

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 company to the clerking service in respect to the provision of company secretarial 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 company.

“GDPR” means the General Data Protection Regulation;

"Services" means the company secretarial support

2. DATA PROCESSING

The company 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 company
(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 company 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 company consents to the processor involving third parties, under self-employed contract to them in the processing of the data. The processer 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 company by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of the company'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 company 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 company. 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 company if there is any personal data breach or incident where the data may have been compromised.

3. <u>Termination</u>

a. The company 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 company.

4. <u>General</u>

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