

# **Terms of Appointment – Transport for London (“TfL”)**

## **1 Appointment**

- 1.1 You are appointed in accordance with the Greater London Authority Act 1999 (as amended) (“the GLA Act”) as a Board Member of TfL with effect from [date] and will hold such position until [date – up to four years], subject to the provisions for earlier termination set out in section 10 below (“the Appointment”).

## **2 Duties and Responsibilities**

- 2.1 At all times during your Appointment, you will faithfully and diligently perform the duties of the Appointment and use your best endeavours to promote the interests of TfL.
- 2.2 You will regularly attend meetings of the TfL Board, and those of its Committees and Advisory Panels of which you are a member and adhere to the principle of collective responsibility on any decisions made.
- 2.3 You are expected to spend approximately two to three days per month performing your duties. If you are unable to attend meetings for a prolonged period due to ill-health or some other reason, you must maintain regular contact with the Deputy Chair of TfL and discuss what, if any, support or adjustments could be made to enable you to perform your duties. Absence from three consecutive meetings of the Board or from the same Committee or Panel to which you have been appointed will result in a review of your membership and / or remuneration by the Deputy Chair of TfL.

## **3 Compliance with TfL’s Governance and Proprietary Standards**

- 3.1 TfL promotes the highest standards of conduct in public service. At all times during your Appointment you will comply with any requirement of TfL including its code of conduct, policies, processes on declaration of interests and gifts and hospitality, Standing Orders and any other governance or proprietary requirements notified to you from time to time.
- 3.2 You will notify TfL of all pecuniary and non-pecuniary (direct or indirect) interests which may be perceived to influence your conduct or affect your actions in relation to fulfilling your responsibilities as a Board Member when appointed and consult with the General Counsel and Board Secretary before taking on any further interests. You must notify TfL of amended details of your interests within 28 days of becoming aware of that change. Your declared interests will be publicly available including on the TfL Website.

- 3.3 You will comply with the GLA Act requirements that where you have any interest, whether direct or indirect, and whether pecuniary or not in any matter that is brought up for consideration at a meeting of TfL you must disclose the nature of the interest to the meeting and must not take any part in any deliberation or decision with respect to that matter.
- 3.4 You will comply with the TfL Policy on Gifts and Hospitality, seeking advice from the General Counsel and Board Secretary before accepting any offers that are made in relation to your role as a TfL Member, and declaring all offers to the Head of Secretariat quarterly.

## **4 Remuneration**

- 4.1 TfL will pay you a fee (“the Fee”), determined in accordance with paragraphs 4.2 – 4.4 and payable, where applicable, on a monthly basis in arrears subject to all statutory reductions.
- 4.2 The Fee for being a Board Member will be £16,000 per annum. In the event of you being appointed as a Member of any Committee or Advisory Panel you will, subject to the cap set out below, be entitled to an additional £1,000 per annum in respect of each Committee or Panel of which you are a Member. In the event of you being a Chair of such Committee or Panel this additional sum will be £2,000 per annum. The maximum payment in aggregate will be £20,000 per annum.
- 4.3 No Fee will be payable to any Member who has also been appointed as a member of staff of the Greater London Authority (“GLA”) pursuant to section 67(1)(b) of the GLA Act or is a Member of the London Assembly.
- 4.4 Abatement rules may apply if you are in receipt of pension payments from the public sector.

## **5 Expenses**

- 5.1 TfL will reimburse you for all travelling, hotel and other expenses necessarily incurred by you in the proper performance of your duties subject to you complying with such guidelines issued by TfL from time to time in this respect and the production to TfL of such vouchers or other evidence of actual payment of the expenses as TfL may reasonably require. Details of any expenses claimed will be publicly available including on the TfL Website.

## **6 Criminal Offences**

- 6.1 If any charges are brought against you for any criminal offence then this should be reported in writing to TfL.

## **7 Transparency and Confidentiality**

- 7.1 TfL promotes the highest standards of transparency and accountability, subject to the appropriate confidentiality requirements.

- 7.2 During your Appointment you will receive confidential information and information that is exempt from publication about the business and affairs of TfL, its subsidiaries, suppliers, customers, and the GLA. If disclosed by you such confidential information could cause significant harm to TfL, its subsidiary companies or the GLA.
- 7.3 You agree that during and after your Appointment you will always safeguard the confidentiality of TfL information, and that you will observe all instructions issued by TfL concerning the use of information provided to you.
- 7.4 While this list is not exhaustive, confidential information and information exempt from publication is intended to include the following:
- (a) papers for meetings of the Board, its Committees or Advisory Panels that are marked as confidential or exempt from publication;
  - (b) unpublished financial information;
  - (c) commercial information;
  - (d) legal advice;
  - (e) unpublished details of current or future plans; and
  - (f) documents prepared for the purpose of advising the Mayor.
- 7.5 The restrictions contained in section 7 do not apply to:
- (a) any disclosure authorised by TfL or required in the ordinary and proper course of the Appointment or as required by the order of a court of competent jurisdiction or by an appropriate regulatory authority or as otherwise required by law; or
  - (b) any information which you can demonstrate is in the public domain otherwise than as a result of a breach by you of your obligations under this paragraph; or
  - (c) a disclosure made in accordance with the Public Interest Disclosure Act 1998.

## **8 External communication**

- 8.1 You should only provide comment to a member of the media in relation to TfL's business with the prior agreement of TfL. If you are asked to make any comment by a member of the media, you should immediately refer the matter to the Director of Communications and Corporate Affairs before responding.
- 8.2 The requirement in paragraph 2.1 above to use your best endeavours to promote the interests of TfL includes any public statements that you make, including at conferences, external meetings or via social media, even if made in a "personal capacity" in relation to the business of TfL.

## **9 Data Protection**

- 9.1 TfL will process your personal data in accordance with privacy and data protection legislation. Where appropriate, TfL will process your personal data in the same way it processes the personal data of its employees. Further information is available at: <https://tfl.gov.uk/corporate/privacy-and-cookies/employment>.
- 9.2 You consent to the publication of details of the remuneration payable to you under paragraph 4 of these terms and any other information in relation to your Appointment, including the register of your interests, details of gifts and hospitality received and any claims for expenses made.

## **10 Termination of the Appointment**

- 10.1 The Appointment may be lawfully terminated by the Mayor at any time by giving notice to you.
- 10.2 The Appointment may be lawfully terminated by you at any time by giving three months' notice in writing to the Mayor.

## **11 Indemnity**

- 11.1 TfL will indemnify you against any claims made against you by a third party or by TfL and its subsidiaries in relation to your Appointment in the form of the indemnity notified to you from time to time and subject to the terms and conditions specified.

## **12 Status**

- 12.1 You acknowledge that nothing will render you an employee of TfL and you will not hold yourself out as such.
- 12.2 You confirm that unless you have been appointed as a member of staff of the GLA under section 67(1)(b) of the GLA Act you are not an individual who holds a politically restricted post at TfL or any other local authority in Great Britain.

## **13 Variation**

- 13.1 No variation to these terms of Appointment will be effective unless such variation is in writing and has been signed by or on behalf of you and TfL.