

REPRESENTATIVES & ADVOCATES POLICY



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REPRESENTATIVES & ADVOCATES PROGRAMME

1. Introduction – Teesside Airport Foundation

The Foundation is a new fundraising charity which exists to support those that live or work in the local authority areas of Darlington, Hartlepool, Middlesbrough, Redcar & Cleveland and Stockton-on-Tees (together referred as **Tees Valley**) who are experiencing financial hardship or other social and/or economic disadvantages which is preventing them from achieving their ambitions in education and employment. Our aim at Teesside Airport Foundation is to ensure everyone living or working in our region reaches their potential and goes on to find a successful and rewarding career right here in the Tees Valley, confident in the knowledge that this is a great place to live and work.

The Teesside Airport Foundation is a registered charity (number [1198886]) and limited company (number 13281287) (the **Foundation**) benefiting the people of Tees Valley. It is governed and managed by a volunteer board of trustees, with some support from staff time, drawn from the Airport and also by volunteers and supporters.

2. The Ambassador Programme

By Resolution on 23 December 2021, the Custodian Trustees agreed to create an Ambassador Programme to recognise key individuals in the Tees Valley region who are prepared to Champion and promote the Foundation and its fundraising efforts.

The Foundation is entirely run by volunteers and seeks to ensure that every penny donated goes to deliver its charitable objects. It achieves this by obtaining a small annual donation from Teesside International Airport to cover its modest operating costs and draws on support volunteered by staff at the Airport and the wider TVCA Group.

The governance of the Foundation recognises that there are four types of volunteer engaged in delivering the charity's mission.

3. Ambassadors

Ambassadors are senior representatives of the Foundation. They have a relationship directly with the Chair of the board and the Foundation Secretary. Ambassadors carry out work at the request of the chair of the board. Very similar to Patrons but with more day to day involvement in the charity. The role of an Ambassador is to add credibility and access to the Foundation and, in particular, to drive forward its fundraising and sponsorship activities. Ambassadors may be asked to appear or speak at events on behalf of the Foundation. As with Patrons, it is vital that there is nothing about their appointment that would be seen as controversial or might harm the reputation of the Foundation. An Ambassador can only be appointed by unanimous resolution of the board but may be removed by majority board decision. The role is unremunerated and Ambassadors receive an Ambassadors Pack and Letter of Appointment similar to that of a Trustee, albeit they have no Trustee responsibilities.

4. Trustees (board members)

Trustees are the highest decision making authority for the Foundation, responsible for its day to day management and control. They are the legal directors of the

Foundation in its capacity as Limited by Guarantee and Registered at Companies House. They are also Charity Trustees in relation to the Foundation's registration with the Charity Commission. All authority for the Foundation rests with the board collectively. Authority may only be exercised by any person associated with the Foundation when it has been expressly delegated to them either by a provision of the Foundation's Articles of Association (Constitution) or by express resolution of the board.

5. Patrons

The board has not currently invited any Patrons. Patrons have the highest ceremonial role for the Foundation. If the Foundation seeks a Patron they are likely to be a nationally recognised public figure, whose standing and reputation add to the ability of the Foundation to achieve its goals. It is likely that the Patron would be a national figure and, possibly, a member of the Royal Family or another well-known senior individual whose association with the Foundation might add credibility and access and represent the values of the Foundation. Patrons can only be appointed by the unanimous consent of all board members. It is vital that there is nothing about their appointment that would be seen as controversial or might harm the reputation of the Foundation.

6. Volunteers (Charity Champion)

Our body of volunteers, which we refer to as Charity Champions, are central to the success of the Foundation on a day to day basis. They help us with fundraising, publicity, advocacy, mentoring of grant applicants and recipients, administration and office support, communication support, event management and many, many, other things. We are extremely grateful to our body of volunteers. We appreciate that some of our Champions will be able to give time regularly and some will only be able to help with individual events. We have a volunteers guide, which sets out information designed to help Champions to discharge their roles well and there will be short inductions and training before taking on roles – with the main of ensuring Champions are confident and represent the Foundation well. We will also provide Charity Champions with a short welcome and Appointment Letters (which includes a description of the role that they are carrying out and support and equipment they will be provided with to support them in their role). It is important that the responsibilities between volunteer and the Foundation are clear but we do recognise that Charity Champions are giving their time freely and we want them to get the most out of their experience and are also happy to give job references and certificates to recognise the time given and the quality of their support, where this is helpful. We want our Charity Champions to have an excellent experience and proud to champion the Foundation and all of its activities. Not only will we engage our Charity Champions in areas where they already have skills and experience but we are also keen to have our Volunteers to develop new skills and experience if they wish to try new things.

Our Charity Champions, are central to our success.

Below is a table highlighting some key differences between the various roles

	Ambassadors	Trustees	Patrons	Volunteers (Charity Champions)
Legally runs the Charity	X	ü	X	
Carries legal liabilities	X	ü	X	
Ability to bind the Charity or give Grants	X	ü	X	
Advocating on behalf of the Charity	ü	ü	ü	
Senior Role representing the Charity internally and externally	ü	ü	ü	
Invited to events	ü	ü		
Requesting donations	ü	ü		
Nature of the commitment	1-10 years	3- 6 years	Annual, renewed automatically	Flexible

7. Role Descriptions

7.1 Patrons

Overall Statement of Purpose

Patrons are the board's highest representative in the Nationally. Whilst technically working the Support the Board and promote the best interests of the Foundation. The relationship between the Foundation's board and its patron is very important and will be managed directly by the chair of the board and the Foundation Secretary.

Patrons have been chosen because of their standing and reputation and the ability and willingness to represent the Foundation generously and graciously. There is no expectation that the Patrons will be involved in any "hard sell" but are encouraged to promote the Foundation and reputation generally. Any support with its core objectives is greatly appreciated.

It is hoped that the Ambassadors will work as part of a highly motivated, professional group, to build trust and to raise awareness of the Foundation.

7.2 Ambassador

Overall Statement of Purpose

Ambassadors should consider themselves one of the board's highest representative in the Region. The Ambassador ultimately works for the board and in the best interests of the Foundation. The relationship between the Foundation's board and its Ambassadors is very important and will be managed directly by the chair of the board and the Foundation Secretary.

Ambassadors have been chosen because of their status, experience, tact and diplomacy and their ability to represent the Foundation generously and graciously. There is no expectation that the Ambassadors will be involved in any “hard sell” but are encouraged to promote the Foundation and to seek sponsorship and fundraising opportunities.

It is hoped that the Ambassadors will work as part of a highly motivated, professional group, to build trust and to raise awareness of the Foundation.

Role

The chair of the board may invite Ambassadors to give advice on board issues, although an Ambassador will not usually be invited to attend board meetings. Ambassadors may offer advice and counsel but would do so through the chair on request.

In particular, Ambassadors should seek fundraising and sponsorship opportunities for the Foundation. Ambassadors must take care to ensure that they never give the impression that they have the ability to bind the Foundation or to accept a gift or donation. Ambassadors do not hold final decision-making authorities and any opportunities must be brought back to the board for final approval. (The Foundation’s Grants Policy sets out some useful guidelines for the sort of funding that the Foundation seeks.)

Ambassadors may post or make online supportive and positive comments about the Foundation but should do so in accordance with the social media and publicity guidelines issued by the Foundation’s Communication’s Advisors. This includes creating, sharing and responding to social media or other online reviews or comments.

With the advice of the Foundation’s Communication’s Advisors, Ambassadors may:

- participate in events including attending events as a Foundation Representative and accepting hospitality on behalf of the Foundation (providing it is in accordance with the Foundation’s Gifts and Hospitality Policy and attendance has been approved by the chair)
- act as a spokesperson for the Foundation
- Network and building trusting relationships with potential donors and sponsors
- Thoroughly understand our case for support and the sponsorship opportunities and methods of donation to inform potential sponsor and donors
- Attend, and if required host, Foundation events
- Use word of mouth marketing techniques, like referring the Foundation to existing contacts
- Monitor online comments and respond if appropriate or forward to Communication Advisors
- Assist in organising and promoting Foundation events
- Feedback and suggestions for improving donor or sponsorship opportunities
- Manage relationships with key donors and major sponsors
- Feedback donor or sponsor requests to the board or the volunteer fundraising team
- Be aware of and report on similar charity fundraising activities in the Region and beyond.

7.3 Charity Champions

Overall Statement of Purpose

Our Charity Champions are the 'heart' of our organisation. We are entirely run by volunteers and without them, the Foundation cannot achieve its goals. Our volunteers run our organisation, collect donations, support our grant giving activities and make the Foundation work.

Roles

They are load of ways you can help us. From arranging events or representing us at events to collect donations, of providing office support. If you think you can help us and have some skills to help, please get in touch. If we are looking for people with particular skills we might advertise those vacancies on our website and publicise the thought our Charity Campions and general newsletters. If you can help us, we would love to hear from you.

APPENDIX 1

Ambassador Appointment Letter

Date:

PRIVATE AND CONFIDENTIAL

Address

Dear

LETTER OF APPOINTMENT – AMBASSADOR - TEESSIDE AIRPORT FOUNDATION

It is with great pleasure that I confirm your Appointment as an Ambassador of Teesside Airport Foundation following the unanimous resolution of the Board of Trustees ("**Board**") of Teesside Airport Foundation ("**Foundation**").

This letter sets out the main terms of your appointment. If you are unhappy with any of the terms, or need any more information, please let me know.

By accepting the Appointment, you agree that this letter is a contract for services and is not a contract of employment and you confirm that you are not subject to any restrictions which prevent you from holding office as a director.

1. APPOINTMENT

- 1.1 Subject to the remaining provisions of this letter your appointment as an Ambassador of the Foundation (the "**Appointment**").
- 1.2 Your Appointment will remain in place for as long as you and the board agree. We anticipate an initial appointment of 3 years, which can be extended by mutual agreement between you and the Chair of Trustees, on behalf of the Board.
- 1.3 The Appointment shall terminate automatically with immediate effect and without compensation at any time by either party giving to the other not less than 30 days prior written notice. Notwithstanding its foregoing right, the Foundation may terminate the Appointment with immediate effect if you have:
 - 1.3.1 committed a material breach of your obligations under this letter;
 - 1.3.2 committed any serious or repeated breach or non-observance of your obligations to the Foundation and to comply with the Foundation's then current policies and procedures;
 - 1.3.3 been guilty of any fraud or dishonesty or acted in any manner which, in the Foundation's opinion, brings or is likely to bring you or the Foundation into disrepute or is materially adverse to the Foundation's interests;
 - 1.3.4 been convicted of an arrestable criminal offence other than an offence under the road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed;
 - 1.3.5 been declared bankrupt or have made an arrangement with or for the benefit of your creditors, or if you have a county court administration order made against you under the County Court Act 1984; or
 - 1.3.6 been disqualified from acting as a director; or not complied with the Foundation's anti-corruption and bribery policy and procedures or the Bribery Act 2010.

- 1.4 On termination of the Appointment, you shall, immediately return all Foundation material and may no longer hold yourself out to be an Ambassador of the Foundation.

2. **TIME COMMITMENT**

- 2.1 There is no minimum time commitment for this role. You are simply being invited to promote the best interests of the Foundation and to represent and to champion the Foundation in the Tees Valley Community and further afield. You may be asked to advise the board, through its chair and to represent the Foundation at events and speaking engagements for example. You are however, under no obligation to carry out these duties and the nature of the role you take should be agreed directly with the chair of the Foundation.

3. **AUTHORITY**

Ambassadors have no role in the governance or leadership of the Foundation. Whilst they discharge an important role, the ultimate decision making authority rests with its board of Trustees. Whilst serving as an Ambassador you must not hold yourself out as having any authority to bind the Foundation in any way. You may not enter into contracts or agreements on its behalf nor make any commitments for the Foundation. If opportunities arise due to your good work, as an Ambassador, it should be made clear that board approval is required before any donation can be accepted or any commitment can be made by the Foundation.

4. **FEES AND EXPENSES**

This post is unremunerated, however, the Foundation shall reimburse you for all reasonable and properly documented expenses that you properly incur in performing the duties of your office.

5. **OUTSIDE INTERESTS**

- 5.1 You must disclose outside interests which may impact on your role as an Ambassador or to act impartially as an advisor to the chair of the Foundation. These disclosures will be recorded and held centrally. You must update the record with any new items as they arise.
- 5.2 Furthermore, a key role of the Foundation is to remain politically independent, and you would be expected to resign as an Ambassador, if you intended to stand for elected Public Office. An elected Public Office is usually incompatible with the role of an Ambassador to the Foundation.
- 5.3 It is accepted and acknowledged that you may have business interests other than those of the Foundation as disclosed in writing to the Foundation and you confirm that you have declared any conflicts that are apparent at present. If you become aware of any further potential or actual conflicts of interest, these should be disclosed to the chair as soon as you become aware of them and again you may have to seek the agreement of the Board.

6. **CONFIDENTIALITY**

- 6.1 You acknowledge that all information acquired during the Appointment is confidential to the Foundation and any Foundation within the Foundation's group and should not be released, communicated or disclosed to third parties or used for any reason other than in the interests of the Foundation or any Foundation within the Foundation's group, either during the Appointment or following termination (by whatever means). This

restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.

6.2 You acknowledge the need to hold and retain information of the Foundation and any Foundation within the Foundation's group (in whatever format you may receive it) under appropriately secure conditions.

6.3 Nothing in this paragraph 6 shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

7. **CHANGES TO PERSONAL DETAILS**

You shall advise the board promptly of any change in your address or other personal contact details.

8. **RETURN OF PROPERTY**

On termination of the Appointment with the Foundation however arising, or at any time at the Board's request, you shall immediately return to the Foundation all documents, records, papers or other property belonging to the Foundation or any Foundation in the Foundation's group which may be in your possession or under your control, and which relate in any way to the Foundation's or a group Foundation's business affairs and you shall not retain any copies thereof.

9. **MORAL RIGHTS**

You hereby irrevocably waive any moral rights in all works prepared by you, in the provision of your services to the Foundation, to which you are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified as author, the right to object to derogatory treatment of such works and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials, infringes your moral rights.

10. **DATA PROTECTION**

10.1 By signing this letter you acknowledge that the Foundation may hold and process data about you for legal, personnel, administrative and management purposes in connection with your appointment as a director. Your personal data will be processed by the Foundation in accordance with its privacy policy. Particularly, you acknowledge that this processing will involve the Foundation processing special categories of your personal data (being those categories of data as set out in Article 9(1) of the General Data Protection Regulation 2016/679 ("**GDPR**")) and/or personal data relating to criminal convictions and offences (as set out in Article 10 of the GDPR). This may include (without limitation):

10.1.1 information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness to perform your duties; or

10.1.2 your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or

10.1.3 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.

10.2 You acknowledge that the Foundation may make such information available to any of its group companies, those who provide products or services to the Foundation or any Foundation in the Foundation's group (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential (or actual) purchasers of all or part of the Foundation or the business in which you work.

10.3 You shall at all times comply with any policies (as updated or replaced from time to time) of the Foundation, including those related to data protection (including without limitation the Foundation's data protection policy and IT policies). You shall at all times also comply with applicable data protection laws and guidance (including without limitation the Data Protection Act 2018, the GDPR and guidance published by the Information Commissioner's Office (or any replacement or successor body from time to time)) when accessing or processing personal data as part of your role.

11. **THIRD PARTY RIGHTS**

Save in respect of members of the Foundation's group, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this letter. No one other than you and the Foundation shall have any rights under this letter and the terms of this letter shall not be enforceable by any person other than you, the Foundation and members of the Foundation's group.

12. **ENTIRE AGREEMENT**

12.1 This letter and any document referred to in it constitutes the entire terms and conditions of the Appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Foundation, whether written or oral, relating to its subject matter.

12.2 You agree that you shall have no remedies in respect of any representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter and you shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter.

13. **VARIATION**

No variation of this letter shall be effective unless it is in writing and signed by you and the Foundation (or our respective authorised representatives).

14. **GOVERNING LAW AND JURISDICTION**

Your appointment with the Foundation and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and you and the Foundation irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Appointment or its subject matter, formation or termination (including non-contractual disputes or claims).

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter

Yours sincerely

For and on behalf of

Teesside Airport Foundation

I confirm and agree to the terms of the Appointment as an Ambassador of Teesside Airport Foundation as set out in this letter.

Signed: by Name in Capitals:

Date:

This policy will be reviewed annually by the Corporate Policies sub-committee.

Version	Date	Changed by	Comments
1.0			