

# BRUSHFORD PARISH HALL

REGISTERED CHARITY NO: 1176214

## Conflicts of Interest Policy

The purpose of this policy is to protect the integrity of the Charity's decision-making process, to enable our stakeholders to have confidence in our integrity, and to protect the integrity and reputation of Trustees, management committee members and volunteers.

All Trustees and volunteers of Brushford Parish Hall ("the Charity") will strive to avoid any conflict of interest between the interests of the Charity on the one hand, and personal, professional, and business interests on the other. This includes avoiding the *perception* of conflicts of interest as well as actual conflicts of interest.

The policy covers the Trustee's interests and also those of "connected persons" – broadly their immediate family, their employer, a business they work for, an organisation they belong to and can influence.

Our Constitution does not permit Trustees to

- (a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the CIO;
- (c) be employed by, or receive any remuneration from the CIO;
- (d) receive any other financial benefit from the CIO;

unless the payment or benefit is exempt in accordance with clause 6.2 of the Constitution, or authorised by the court or the prior written consent of the Charity Commission ("the Commission") has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

Clause 6.2 permits trustees' or connected persons' benefits where they are:

- a benefit from the CIO which is available generally to the beneficiaries of the CIO
- a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- taking part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.
- subject to sub-clause (6.3) a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.

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Under sub-clause 6.3 each of the following conditions must be satisfied:

- The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).
- The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
- The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- The reason for their decision is recorded by the charity trustees in the minute book.
- A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

Upon appointment each Trustee will make a full, written declaration of interests, such as relationships, and posts held, that could potentially result in a conflict of interest and any gifts or hospitality offered and received in connection with their role in the Charity. A declaration of interests form is provided for this purpose, listing the types of interest to be declared. This written declaration will be kept on file by the Secretary and must be updated at least annually, and when any material changes occur. Anyone who considers s/he may have a potential conflict of interest should in the first instance raise the matter confidentially with the Chairman.

At the start of each meeting there will be a standing agenda item in which Trustees will disclose any interests in a transaction or decision on the Agenda where there may be a conflict between the Charity’s best interests and the Trustee’s best interests or a conflict between the best interests of two organisations that the Trustee or committee member is involved with. If a conflict of interest becomes apparent during the course of the meeting the disclosure should be made as soon as possible.

After disclosure, the Trustee may be asked to leave the room for the discussion and may not be able to take part in the decision depending on the judgement of the other committee members present at the time. An interested Trustee should not vote on matters affecting their own interests.

Any such disclosure and the subsequent actions taken will be noted in the minutes.

This policy is meant to supplement good judgement: Trustees and volunteers should respect its spirit as well as its wording.

POLICY APPROVED BY THE BRUSHFORD PARISH HALL TRUSTEES on 7<sup>th</sup> April 2015

Reviewed and approved by the Brushford Parish Hall CIO Trustees 17<sup>th</sup> February 2022

Date for next review: 16<sup>th</sup> February 2023

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## Appendix:

Examples of conflicts of interest include:

- 1 A Trustee who is also a member of a user group and who must decide whether fees from users should be increased.
- 2 A Trustee who is also on the committee of another organisation that is competing for the same funding.
- 3 A Trustee who owns or has more than 20% of the shares in a business that may be awarded a contract to do work or provide services for the organisation.
- 4 A Trustee who owns or has shares in a business whose customers or suppliers have a contract to do work or provide services for the organisation.

Examples of connected persons include:

- 1 A Trustee's husband, wife, brother, sister or child who is an officer or committee member of a group that hires the Hall
- 2 A company that employs a Trustee or their husband, wife, brother, sister or child
- 3 A company with more than 20% of its shares owned by a Trustee's husband, wife, brother, sister or child.

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## Annual Declaration of Interests – to be returned to the Secretary after the AGM

<p>I .....</p> <p>as Trustee of Brushford Parish Hall CIO have set out below my interests in accordance with the Charity’s Conflicts of Interest policy.</p>	<p>Date: .....</p> <p>Please give details of the interest and whether it applies to yourself or, where appropriate, a member of your immediate family, connected persons or some other close personal connection</p>
<b>Category</b>	
Current employment and any previous employment in which you continue to have a financial interest.	
Appointments (voluntary or otherwise) e.g. trusteeships, directorships, local authority membership, tribunals etc.	
Membership of any professional bodies, special interest groups or mutual support organisations.	
Investments in unlisted companies, partnerships and other forms of business, major shareholdings [more than 20% of issued capital] and beneficial interests.	
Gifts or hospitality offered to you by external bodies and whether this was declined or accepted in the last twelve months.	
Do you use, or care for a user of the organisation’s services?	
Any contractual relationship with the charity.	
Any other potential conflicts that are not covered by the above.	

If a potential conflict of interest arises during your term of office you should discuss it confidentially with the Chairman as soon as you are aware of the possibility.