



Final Straw Foundation CIO

Conflict of Interest Policy

Policy Updated: 01.06.23

Date to be Reviewed: 01.06.25

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This policy should be read in conjunction with the GDPR Policy.



THE FINAL STRAW FOUNDATION CONFLICT OF INTEREST POLICY

Conflict of Interest Policy for a Charitable Incorporated Organisation (“CIO”)

Conflict of Interest Policy of Final Straw Foundation (“the Charity”)

1. Preliminary

- 1.1 Each and every charity trustee of the Charity is referred to in this policy as a “Trustee”. This policy applies to all Trustees and staff and volunteers.
- 1.2 All Trustees and staff and volunteers of the Charity must make every effort 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 an actual conflict of interest as well as any appearance of a conflict of interest.
- 1.3 The purpose of this policy is to protect the integrity of the Charity’s decision-making process, to enable outside parties to have confidence in the Charity’s integrity, and to protect the integrity and reputation of the Trustees and the Charity and its staff and volunteers.

2. Legal Obligations

- 2.1 A Trustee has a personal legal obligation to act in the best interests of the Charity, and in accordance with the Charity’s constitution, and to avoid situations where there may be a potential conflict of interest. Staff and volunteers have similar obligations.

- 2.2 The Charity’s constitution includes the following provisions:

6. *Benefits and payments to charity trustees and connected persons*

- (1) *General provisions*

No charity trustee or connected person may:

- (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 permitted by sub-clause (2) of this clause 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.

- (2) *Scope and powers permitting trustees’ or connected persons’ benefits*

- (a) *A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.*

- (b) *A charity trustee or connected person may enter into 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, sections 185 to 188 of the Charities Act 2011.

(c) Subject to sub-clause (3) of this clause 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.

(d) A charity trustee or connected person may receive 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).

(e) A charity trustee or connected person may receive 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.

(f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

(3) Payment for supply of goods only – controls

The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

(a) 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”).

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) The reason for their decision is recorded by the charity trustees in the minute book.

(g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

(4) In sub-clauses (2) and (3) of this clause:

(a) “the CIO” includes any company in which the CIO:

(i) holds more than 50% of the shares; or

(ii) controls more than 50% of the voting rights attached to the shares; or

(iii) has the right to appoint one or more directors to the board of the company;

(b) “connected person” includes any person within the definition set out in



clause [30] (Interpretation);

7. Conflicts of interest and conflicts of loyalty

A charity trustee must:

(1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

(2) absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

19. Saving provisions

(1) Subject to sub-clause (2) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

- who was disqualified from holding office;*
- who had previously retired or who had been obliged by the constitution to vacate office;*
- who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;*

if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

(2) Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for sub-clause (1), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

3. Conflicts of Interest

3.1 A conflict of interests is any situation in which a Trustee's business or personal interests (or those of a person "connected to" a Trustee), or loyalty that they owe to another organisation or person, may (or may appear to) influence or affect the Trustee's decision making.

3.2 A person "connected to" a Trustee may be a relative (child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as his/her partner, or a business partner of the Trustee, or an institution controlled by either the Trustee or a person connected with the Trustee).

3.3 Examples of conflicts of interest include the case of a Trustee who:

3.3.1 is also a beneficiary of the Charity and a Trustee board meeting considers whether fees for service users of the Charity (i.e. beneficiaries) should be increased.



- 3.3.2 is related to a member of the Charity's staff and a Trustee board meeting considers staff pay and/or conditions.
- 3.3.3 is also a trustee, director or member of the management committee of another organisation that is competing for the same funding as the Charity.
- 3.3.4 has shares in a business that may be awarded a contract to do work or provide services for the Charity or is a director, partner or employee of such a business or is related to someone who has either shares in such a business or is a director, partner or employee of such a business.

4. Declaring Conflicts of Interest

- 4.1 A Trustee has a personal responsibility to declare conflicts of interest if s/he is to fulfil his/her legal duty to act only in the best interests of the Charity. A Trustee should be meticulous about declaring any actual or potential conflict of interest affecting him/herself and connected parties, and should declare the nature and extent of any interest, whether direct or indirect.
- 4.2 Upon appointment, each Trustee must make a full, written disclosure of interests, such as business or personal relationships, posts held, or financial or property interests that could potentially result in a conflict of interest. This written disclosure will be made on the form referred to below and be kept on file and will be updated at least annually, and when any material changes occur.
- 4.3 Each Trustee must also declare any gifts or hospitality offered and received in connection with their role in the charity that could potentially result in a conflict of interest.
- 4.4 A declaration of interests form is provided by the Trustees to each Trustee for the above purposes, and it will list each type of interest that a Trustee should declare.
- 4.5 At the beginning and during the course of any meeting of Trustees, a Trustee must declare any interests in a transaction or decision 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 the Charity and another organisation that the Trustee is involved with. If in doubt the potential conflict must be declared anyway and clarification sought.
- 4.6 If a Trustee has any uncertainty as to whether s/he has an interest which should be declared, s/he should refer it for a decision on that question to [the Chair of Trustees].

5. Dealing with Conflicts of Interest

- 5.1 If a Trustee believes that s/he has a real conflict of interest or that it might appear that s/he has a conflict of interest, s/he should declare the interest at the earliest opportunity and withdraw from any discussions or decisions or votes relating to the matter in relation to which s/he has a conflict. S/he will not be counted as part of the quorum for the part of the meeting which deals with that matter.
- 5.2 Where a conflict of interests arises for a Trustee because s/he owes a duty of loyalty to another organisation or person and the conflict is not authorised by



virtue of any provision in the Charity's constitution, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

- 5.2.1 The Trustees ask for permission from the Charity Commission's before a benefit for a Trustee is authorised that is not either authorised in the Charity's constitution or is not already authorised in writing from the Commission.
 - 5.2.2 the Trustee who has declared the conflict of interest withdraws from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 5.2.3 the Trustee who has the conflict of interest does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting;
 - 5.2.4 the other Trustees who have no conflict of interest in this matter consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances.
 - 5.2.5 Any such disclosed conflict of interests and the subsequent discussions, actions and decisions taken will be noted in the minutes.
- 5.3 For all other potential conflicts of interest, the Trustees will ask the Charity Commission to advise and that advice will be recorded in the minutes. The Trustees will record in writing all steps taken to implement that advice.

6. Benefits

It is essential that a Trustee does not derive any benefit from any transaction to which the Charity is a party unless and until s/he has obtained beforehand explicit legal authority to do so. Examples: payment by the Charity to a Trustee of a salary, payment by the Charity to a Trustee for goods or services, or sale of property to a Trustee by the Charity at below market value. That legal authority may come from a clause in the charity's constitution, a statutory provision, the Charity Commission or the court.

7. Data Protection

The information provided in declarations of interests will be processed in accordance with the Data Protection Legislation. Data will be processed only to ensure that Trustees act in the best interests of the Charity.

"Data Protection Legislation" means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR"), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003, as amended.

8. General

- 8.1 This policy is meant to supplement good judgment. Trustees, staff and volunteers should respect its spirit as well as its wording.



- 8.2 The Trustees will take steps to bring this policy to the attention of all senior staff when they are recruited and then on an annual basis. Senior staff should in turn take appropriate steps to bring this policy to the attention of all other staff and volunteers as necessary.

The Trustee board will, as appropriate, monitor and enforce this policy, and revise it from time to time.