

TRUSTEE CONFLICT OF INTEREST POLICY

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An orange line graphic that starts at the bottom left, rises to a peak, dips, rises to a higher peak, and then falls towards the bottom right.

**FOR A SAFER
WORLD OF SPORT**

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1 ABOUT THIS POLICY

WHY WE HAVE THIS POLICY

The Trustees, as charity trustees and company directors, have a legal duty to act in the best interests of achieving Podium Analytics (“Podium”) charitable purposes.

Under the Companies Act 2006, a Trustee (as a company director) has a duty to avoid a situation in which they “has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company”.

In accordance with the legal requirement, Trustees should avoid putting themselves in a position in which their obligation to act in the best interests of Podium potentially conflicts with their personal interests or duties. Such conflicts may create problems because they can:

- inhibit free discussion
- result in decisions or actions that are not in the interests of Podium
- risk giving the impression that Podium, or an individual Trustee, has acted improperly
- put a Trustee in breach of their legal duties.

However, from time to time, situations may arise where a Trustee’s personal interests and loyalties conflict with, or may be perceived as conflicting with, those of Podium.

Trustees should act in accordance with the spirit as well as the wording of this Policy. This Policy offers guidance but is not intended to modify any legal duty which would otherwise apply.

WHAT IS A CONFLICT OF INTEREST

A conflict of interest is any situation in which a Trustee’s personal interests or loyalties could prevent the Trustee from making a decision which is in the best interests of Podium and its objectives.

Conflicts of interest usually arise where either:

- there is a potential financial interest or other material benefit directly to a Trustee, or indirectly through a person connected to the Trustee (a ‘Connected Person’); or
- a Trustee’s duty to Podium may compete with a duty or loyalty they, or a Connected Person, owe to another organisation or person.

For the purposes of this policy “material benefit” means a benefit, direct or indirect, which may not be financial but has a monetary value.

CONFLICTS – FINANCIAL AND MATERIAL BENEFIT

Conflicts may, for example, arise in relation to:

- payments and financial interests of any sort;
- employment by Podium;
- use of the property of a Trustee or connected person by Podium in return for a payment or other benefit;
- Podium contracting with a company of which a Trustee (or Connected Person) is a director or shareholder (for example a company that may have a commercial or financial interest in any activity of Podium, including the results of any research funded by Podium);
- any action of Podium resulting in a Trustee or a person connected with a Trustee receiving a benefit from a third party.

Conflicts of interest of this sort are particularly serious. A Trustee may only receive financial or other material benefit from their involvement with a charity if they have the appropriate permission to do so under the charity’s Articles of Association, from the Charity Commission or by law (depending on the circumstances), and in addition to complying with this policy, any other requirements set out in that permission must be complied with.

Article 7 of Podium's Articles of Association set out some limited circumstances in which a Trustee may receive a financial or other material benefit from Podium. The wording of Article 7 is set out in the Schedule 1 to this policy.

CONFLICTS – DUTY OR LOYALTY

These types of conflict arise because, although the affected Trustee does not stand to gain any material benefit, their ability to make decisions solely in the best interests of Podium could directly or indirectly be influenced by other interests, duties, roles or loyalties.

For example, a Trustee's loyalty to Podium could conflict with their loyalty to:

- another organisation, such as an employer
- another charity of which they are a trustee or have another role
- a close relative or friend, or another connected person or organisation.

There will be a conflict of interest, or perceived conflict of interest, if the Trustee's other interest could interfere, or could be perceived to interfere, with the Trustee's ability to make a decision only in the best interests of Podium.

CONFLICTS – CONNECTED PERSONS

A conflict can arise indirectly because of a Trustee's relationship with, or connection to, another person or organisation.

Examples of connected persons include: members of a Trustee's family, a business partner or colleague, anyone whose finances are interdependent with the Trustee (e.g. through joint bank accounts, joint mortgages or property held in joint names, one party financially dependent on the other, joint beneficiaries of a trust), businesses in which a Trustee has a controlling interest through ownership, or anyone else receiving a benefit where it could be perceived that the benefit could influence the Trustee's ability to make decisions only in the best interests of Podium.

DECLARING INTERESTS

An essential part of managing conflicts and potential conflicts is to ensure appropriate transparency as to a Trustee's potentially conflicting interests. This is done by completing Podium's Declaration of Interest Form. If a Trustee is not sure what to declare, or whether/when a declaration needs to be updated, they should err on the side of caution.

The Company Secretary shall ensure that the Declarations of Interests are updated annually.

Information about Trustee interests and certain gifts and hospitality received by any Trustee will be recorded in a register of interests which will be maintained by Company Secretary.

In addition to keeping the declaration of interests up to date, Trustees must declare any conflict or potential conflict to the Board at the earliest possible opportunity, and orally at any meeting where a conflict may arise. This includes declaring the nature and extent of any interest in any proposed transaction or arrangement with Podium. Conflicts of interest should be a standard agenda item at the beginning of each meeting of the Trustees. If a Trustee is aware of an undeclared conflict issue affecting another Trustee, they should notify the Chair or the other Trustees.

MANAGING CONFLICTS OF INTEREST

Once a conflict, or potential conflict, has been disclosed it must either be managed or removed so that any potential effect on decision-making is eliminated.

Schedule 2 sets out the wording of Article 8 and 9 of Podium's Articles of Association which set out the process for managing conflicts, and potential conflicts, that arise in relation to matters to be discussed at a meeting of the Trustees.

RECORDING STEPS TAKEN

All decisions affected by an actual or potential conflict of interest will be recorded by the Company Secretary and reported in the minutes of the meeting. The record will include:

- the nature and extent of the conflict
- which Trustee or Trustees were affected
- whether any conflicts of interest were declared in advance
- an outline of the discussion
- whether anyone withdrew from the discussion
- the actions taken to manage the conflict
- how the decision that was taken was in the best interests of Podium.

Where a Trustee or a Connected Person receives a payment or other benefit from a decision, this must be reported in the Annual Report and Accounts in accordance with the Charities' Statement of Recommended Practice.

2 SCHEDULE 1 – TRUSTEE FINANCIAL BENEFIT

7 **Benefits and payments to charity directors and connected persons**

General provisions

7.1 No director or connected person may:

- 7.1.1 buy any goods or services from the charity on terms preferential to those applicable to members of the public;
- 7.1.2 sell goods, services, or any interest in land to the charity;
- 7.1.3 be employed by, or receive any remuneration from, the charity;
- 7.1.4 receive any other financial benefit from the charity;

unless the payment is permitted by articles 7.2 to 7.7 or authorised by the court or the prior written consent of the Charity Commission has been obtained.

In this article a “**financial benefit**” means a benefit, direct or indirect, which is either money or has a monetary value.

Scope and powers permitting directors' or connected persons' benefits

- 7.2 A director or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the directors do not benefit in this way.
- 7.3 A director 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 charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 7.4 Subject to article 7.8 a director or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the director or connected person.
- 7.5 A director or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 7.6 A director or connected person may receive rent for premises let by the director or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 7.7 A director or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

Payment for supply of goods only - controls

- 7.8 The charity and its directors may only rely upon the authority provided by article 7.4 if each of the following conditions is satisfied:

- 7.8.1 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity or its directors (as the case may be) and the director or connected person supplying the goods (the “**supplier**”) under which the supplier is to supply the goods in question to or on behalf of the charity;
- 7.8.2 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;
- 7.8.3 the other directors are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a director or connected person. In reaching that decision the directors must balance the advantage of contracting with a director or connected person against the disadvantages of doing so;
- 7.8.4 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 charity;
- 7.8.5 the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting;
- 7.8.6 the reason for their decision is recorded by the directors in the minute book;
- 7.8.7 a majority of the directors then in office are not in receipt of remuneration or payments authorised by article 7.
- 7.9 In articles 7.2 to 7.8:
- 7.9.1 “**charity**” includes any company in which the charity:
- (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.
- 7.9.2 “**connected person**” includes any person within the definition in article 38 (Interpretation).

8 Declaration of directors' interests

8.1 A director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the charity or in any transaction or arrangement entered into by the charity which has not previously been declared. A director must absent himself or herself from any discussions of the charity directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).

9 Conflicts of interests and conflicts of loyalties

9.1 If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

9.1.1 the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

9.1.2 the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and

9.1.3 the unconflicted directors consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

9.2 In this article 9 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

3 ANNEX 1 – DECLARATIONS OF INTEREST FORM

All Trustees must fill in a Declaration of Interests form. This form must be completed prior to taking office and updated: (i) annually, and (ii) when any new interest arise.

It is the responsibility of each Trustee to update their declaration when a material change occurs.

The information requested in the form should be supplied in respect of the Trustee and their Connected Persons (where there is sufficient knowledge).

A Connected Person means a Trustee’s family, relatives or business partners, as well as businesses in which the Trustee has a controlling interest through ownership. The term includes the Trustee’s spouse or unmarried or civil partner, children, siblings, grandchildren and grandparents, as well as businesses where a Trustee or family members holds at least one-fifth of the shareholding or voting rights. If in doubt about whether a person or business is a Connected Person please err on the side of caution and declare the interest.

The information disclosed in this form will be included in Podium’s Register of Interests which is maintained by the Company Secretary.

The Trustees must comply with Podium’s Trustee Conflicts of Interest Policy and any provisions in Articles of Association governing document relating to conflicts of interest and declarations of interests.

Category of Interest	Please give details of the interests, relationships, involvements and duties and whether they apply to you or to a “Connected Person”.
Current employment (or self employment) and any previous employment in which you continue to have a financial interest.	
Appointments (voluntary or otherwise) e.g. Trusteeships, directorships, local authority roles, memberships, 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, and beneficial interests	
Gifts or hospitality offered to you by external bodies and whether this was declined or accepted in the last twelve months	
Any use by you of the services Podium or any body funded by Podium.	
Any transactions or contractual relationships that you have with Podium or any of its subsidiary companies.	
Any other interests that could reasonably give rise to a conflict of interest, or perceived conflict of interest, that are not covered by the above.	

I, _____, as a Trustee of Podium Analytics, confirm that:

1. To the best of my knowledge, the above information is complete and correct;
2. I am not aware of any other interests, relationships or other matters which may give rise to actual or perceived conflicts of interest or duties in connection with my role as Trustee of Podium Analytics; and
3. I will comply with Podium Analytics Trustee Conflicts of Interest Policy and will review and update this declaration as required by that Policy.

Signed:

Date: