



## Conflict of Interest Policy

This policy seeks to mitigate problems that Conflicts of Interest could create such as inhibition of free discussion, or decision or actions that are not in the interests of the company and give the public the impression that the Company has acted improperly. This policy covers the Trustees and Senior Management of Box Clever.

- 1. On appointment:** New Trustees and new managers will be given Box Clever's Conflict of Interest policy and asked to complete a Conflict of Interest form. (A copy of this is attached to this document).
- 2. Register:** Any relevant information from the Trustee's Conflict of Interest form will be entered on Box Clever's Conflicts of Interest register.
- 3. Meetings:** There will be a standard item at the beginning of all Trustee meetings where Trustees are asked to declare knowledge of any potential conflicts of interest relating to the Board Meeting Agenda. The conflict may not be considered to be significant; or the item may be considered significant and the Trustee will have to leave the meeting for that item; or it may fall between those points and the Trustee can participate in discussion but not have a vote.
- 4. Remuneration & Expenses:** There is no benefit financially or otherwise for undertaking the voluntary duties of a Board member. Expenses incurred by any Trustee in carrying out Box Clever business will be reimbursed on presentation of receipts to the Finance Manager.
- 5. Hospitality:** There is not a general budget for Box Clever Directors to provide hospitality. Where it is reasonable for the Artistic Director in the course of his duties as Artistic Director, hospitality may be provided and costs reimbursed on submission of receipts marking the reason for the hospitality.
- 6. Agreements with related parties:** It is agreed that before entering into an agreement with a related party, the Board of Trustees must decide they are satisfied that it would be in the best interests of Box Clever for the services to be provided by the related party in question and an amount, or maximum amount of remuneration, must be clearly set out in the agreement and authorised by the Board of Trustees. Authorisation by the Board of Trustees must take place in accordance with Box Clever's Articles of Association. At no time may a majority of the company's Trustees be in receipt of benefits under such agreements or otherwise remunerated, including by payments to parties related to them. The rules in this paragraph do not apply to claims for reimbursement of expenses.

## **Appendix 1: Examples of Conflicts of Interest**

### **1. Direct financial gain:**

- i. Payment to a Trustee for services provided to the Company, e.g. appointing a Trustee for expertise in fields where they might also be contracted as suppliers. These Trustees should not be present for the discussion of such contracts and they should not generally be awarded to Trustees without the Board having satisfied itself that they are the most capable and cost effective choice.
- ii. Award of a contract by the Company to an organisation in which a Trustee has an interest and/or will receive financial benefit: This might be a contract for services, as above, however, it might also be a contract between a performing company and a receiving venue or a company and a festival.
- iii. Employment of a Trustee in a separate post within the company: An Artistic Director is an employee who is frequently on the Board of a Company. They should not participate in discussions about their own terms of employment or pay and (particularly if the Company is a charity) possibly not that of other members of staff.

### **2. Indirect financial gain:**

Employment of services or purchase of goods from a close family member of a Director or any other member of staff.

### **3. Conflict of loyalties:**

For example where a trustee is appointed by a funder or where a friend of a trustee or member of staff, is employed or commissioned by the company.



## Conflict of Interest - Disclosure Form

<b>Name:</b>	
<b>Position:</b>	

Do you have any private interests outside your employment or association with Box Clever that have the potential to impact on your ability to carry out, or be seen to carry out, your duties impartially and in the public interest? If the answer is affirmative, please describe these interests:

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If a conflict of interest has been identified, please select one of the following to describe the nature of the CoI.

Non-pecuniary interest	
A real conflict of interest	
An apparent conflict of interest	
A potential conflict of interest	
Pecuniary interest	

### Employee Declaration

I declare that the above details of my private interests are correct to the best of my knowledge and am aware of my responsibilities to take reasonable steps to avoid any real or apparent conflict of interest in connection with my public service employment and to advise my manager of any relevant changes in my personal circumstances.

*Signature:*

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*Date:*

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