



IMPACTFUL GOVERNANCE
Community Interest Company

Conflicts of Interest Policy 2026

Introduction

This policy applies to all Staff, Directors and Volunteers (Team members), and should be read in conjunction with the Declaration of Interest form, the Data Protection Policy and is discussed during new staff and volunteer inductions.

Aim

Directors have a legal obligation to act in the best interests of the Community Interest Company in all aspects, in accordance with the Community Interest Company's governing document and its Memorandum & Articles of Association. Staff and volunteers have similar obligations to prioritise Impactful Governance interests over and above any other organisation or personal interests whilst working for Impactful Governance, this includes copyright, Intellectual Property and training materials which remain the property of **Impactful Governance - Community Interest Company**.

Declaration of Conflicts of Interest

Conflicts of Interest may arise when an individual's personal, professional or family interests and/or loyalties conflict with those of **Impactful Governance - Community Interest Company**. Such conflicts may create problems; they can:

1. inhibit free discussion
2. result in decisions or actions that are not in the best interest of the C.I.C.
3. risk giving the impression that the C.I.C. has acted improperly.

Accordingly, we ask all Consultants, staff and Directors to declare their interests and any gifts, benefits, associations or hospitality received in connection with their role in **Impactful Governance - Community Interest Company**. A declaration of interests form is provided at induction for this purpose, listing the types of interest you should declare.

Directors becoming aware of a new, actual or potential conflict of interest should give notice of it to the Chief Executive to enable him/her to update the Conflicts Register. The register will be accessible by writing to the Chief Executive.

Chief Executive must declare in his/her report for each Director Meeting, details of any contract/agreements to be entered into prior to the next Directors Meeting and any conflicts are identified from a check of the register.

If you are not sure what to declare, or whether/when your declaration needs to be updated, on the side of caution. If you would like to discuss this issue, please contact the Chief Executive for confidential guidance.

Data Protection

The information provided will be processed in accordance with the Data Protection Principles that are set out in the Data Protection Act 1998. Data will be processed only to ensure that Directors, Staff and Volunteers act in the best interest of **Impactful Governance - Community Interest Company**. The information provided will not be used for any other purpose, in accordance with the General Data Protection Register (GDPR) and not transferred outside the European Union.

What to do if you face a conflict of interest

Any Team member, who has a financial interest in a matter or discussion should declare the nature of his/her interest and withdraw from the room, unless he/she has dispensation to speak or remain but not contribute to discussions.

If a Team member (Staff, Volunteer or Director) has any interest in the matter under discussion, which creates a real danger of bias, that is, the interest affects him/her, or a member of his/her household or family, more than the generality affected by the decision, he/she has to declare the nature of the interest and withdraw from the room, unless you have a dispensation to speak.

If a Team member has any other interest such as employment or appointment to the Board of another organisation, which might reasonably cause others to think it could influence their decisions, he/she should declare the nature of the interest, but may remain in the room, participate in the discussion.

Directors may, however, participate in discussion from which he/she may indirectly benefit, for example, where the benefits are universal to all users, or where the benefits are minimal.

If in doubt about the application of these rules, Team members should consult with the Chief Executive.

If Management team members fail to declare an interest that is known to the Directors, the Chief Executive will declare that interest.

If the conflict of interest is about the Chief Executive and it has not been noted, the non-Executive Director may be contacted to adjudicate independently for transparency. The result may mean that the Chief Executive is present but may not contribute to discussions.

Decisions Taken Where a staff, volunteer or Director has an external interest

In the event of the Director having to decide upon a question in which a Director or member of staff has an interest, all decisions will be made by Board vote, with a simple majority required. A Quorum must be present for the discussion and decision; interested parties will not be counted when deciding whether the meeting is quorate.

All decisions under a conflict of interest will be recorded by the Chief Executive and reported in the minutes of the meeting. The report will record:

1. The nature and extent of the conflict
2. An outline of the discussion
3. The actions taken to manage the conflict

Where a Director benefits from the decision, this will be reported in the Annual Report and accounts in accordance with Statement of Recommended Practice (SORP).

Independent external moderation will be used where conflicts cannot be resolved through the usual procedures.

Managing Contracts

If staff have a conflict of interest, they must not be involved in managing or monitoring a contract in which they have an interest. Monitoring arrangements for such contracts will include provisions for an independent challenge of bills and invoices, and termination of the contract if the relationship is unsatisfactory.

Good Governance is important for the reputation of Impactful Governance - Community Interest Company. Undeclared conflicts of interest could result in the removal from the Team or disciplinary procedures for staff.

Any existing contractual arrangements:

Where the individual employee has included and agreed to previous projects under other external contracts, the employee warrants to Impactful Governance that it has obtained from the existing organisation a written and valid assignment of all existing and future Intellectual Property Rights in the said contract and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the said outside contract, to the fullest extent permissible by law, and that the Individual has agreed to hold on trust for the employee any such rights in which the legal title has not passed (or will not pass) to the employee. The employee agrees to provide to existing contract with the company with a copy of this contract on or before the commencement appointment.

The employee assigns to Impactful Governance all existing and future Intellectual Property Rights in previous job roles and all materials fully embodying these rights permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the employee holds any legal title in these rights and inventions on trust for any existing external contracts.

The employee warrants that:

it has not given and will not give permission to any third party to use any of the employment, nor any of the Intellectual Property Rights in future employment. it is unaware of any use by any third party of any of the previous employment or Intellectual Property Rights in existing contracts; and the use of any knowledge or the Intellectual Property Rights in the previous contracts by the previous employers or contractors will not infringe the rights of any third party, and confirms that any individual organisation has given written undertakings in the same terms to the employee.

The employee acknowledges that no further remuneration or compensation other than that provided for in this contract is or may become due to the employee in respect of the performance of its obligations under this contract.

The employee undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of Impactful Governance and at any time either during or after the engagement, as may, in the opinion of Impactful Governance be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of Impactful Governance and to defend Impactful Governance against claims that the job role embodying Intellectual Property Rights infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Job role. The employee confirms that the Individual has given written undertakings in the same terms to the employer.

The employee hereby grants Impactful Governance as part of this contract, right and license to use the materials and documents, and all Intellectual Property Rights vested therein, that it uses or includes in the delivery of the services, for the purposes of the Services only and for no other purposes.

The employee shall make use of the trademarks or identify indicia of the other party during the contract. Impactful Governance is the proprietor of the Intellectual Property Rights vested therein.

Conflict of Interest and Other Activities

Freedom to Engage Elsewhere

Employees and volunteers are free to undertake work or volunteer for other organisations outside of their engagement with Impactful Governance – Community Interest Company (“the Company”), provided such activities do not conflict with their obligations to the Company.

Priority to Impactful Governance

By entering into a contract or agreement with the Company, employees and volunteers acknowledge and agree that the provision of services to the Company shall take priority over any other professional, business, or voluntary commitments during their engagement.

Referral of Client Requests

During the term of their engagement, and for a period of six (6) months following its termination, employees and volunteers shall refer any requests for additional or alternative engagements from the Company’s clients to Impactful Governance. They shall not, without the express written consent of the Company, provide services that are in direct competition with the Company or Impactful Futures Ltd to any client introduced by, or for whom they provided services during, their engagement.

Restriction on Competing Engagements

Employees and volunteers are prohibited from being engaged, concerned in, or having any financial interest in any other business, trade, profession, or occupation that is in direct competition with the Company during the term of their contract and for six (6) months following its termination.

Geographic Limitation

This restriction applies to activities undertaken within a five (5) mile radius of the Company’s physical office locations, unless prior written consent is obtained from Impactful Governance.

Compliance with Contractual Obligations

Any outside activity must not cause a breach of the employee’s obligations under their contract with the Company.

Consent Requirement

Employees shall not and shall ensure that any individuals under their supervision do not, engage in any activity or work with a business that is in direct competition with the Company without the prior written consent of Impactful Governance.

Protection of Company Interests

This policy is designed to safeguard the legitimate business interests of Impactful Governance while respecting the freedom of employees and volunteers to engage in other work or voluntary activities that do not conflict with the Company’s operations or client relationships.

All training materials developed during the period of employment for the project remain the intellectual property of Impactful Governance and reserve the right to amend or revise the policy above in accordance with changes in custom and practice.

Date of last review	Feb 2026
Date of next review	Mar 2027
Date it was first implemented	Sept 2017
Author(s)	Directors
Audience	All Directors, Consultants, Employees & volunteers
Other relevant policies and/or procedures	Data Retention, Whistle Blowing policy, Disciplinary policy, Data Retention Policy, Safeguarding Policy.
Where it is saved	https://ig-cic.org.uk/policies-2025