

THE ROYAL LIFE SAVING SOCIETY

POLICY NO:	RLSS010
POLICY:	CONFLICT OF INTEREST and CONFIDENTIAL INFORMATION POLICY
ORIGINAL POLICY:	April 2012
LAST REVIEW DATE:	Issue 4, 10 June 2020
REVIEW DATE:	June 2023

1. INTRODUCTION AND PURPOSE:

The ability of The Royal Life Saving Society (RLSS) to make deliberate, thoughtful transparent and unbiased decisions has the potential to be affected profoundly by wider personal, professional, or business interests of those individuals who contribute to and make its decisions. Conflicts of interest, and even the appearance of a conflict, can damage the RLSS' reputation. Therefore, the RLSS is committed to carefully managing conflicts.

The existence of a conflict of interest may not, in and of itself, be evidence of wrongdoing. In fact, for many individuals, it is virtually impossible to avoid having conflicts of interest from time to time. It's not unethical. The ethical issues are in what you do with it.

There may be situations in which an individual's loyalty to the RLSS conflicts with his/her personal interests or, for example, his/her loyalty to another individual, organisation or family member.

The purpose of this policy is to seek to protect the RLSS and individuals from any appearance of impropriety. It also seeks to protect the RLSS and individuals from actual or perceived abuse or damage which might arise, or could arise, from an individual's conflict of interest.

This purpose of this policy is to also protect the information held by the RLSS, whether personal information or intellectual property.

2. DEFINITIONS:

Confidential information means privileged communication shared with only a few people for furthering certain purposes. A receiver of confidential information is generally prohibited from using it to take advantage of the provider, author, or owner of the information.

Confidentiality means a set of rules or a promise that limits access or places restrictions on certain types of information.

Conflict of interest means any situation in which an individual's personal interests, or interests that they may owe to another or to another organisation, may (or may appear to) influence or affect the independence and integrity of his or her decision making.



Gift means a thing given willingly to someone without payment; a present.

Hospitality means the quality or disposition of receiving and treating guests and strangers in a warm, friendly, generous way.

3. SCOPE AND CONTEXT:

Trustees, Employees, Members or Volunteers should bear in mind that when they are dealing with RLSS business their overriding duty is to act in the best interests of the charity.

An individual (Trustee, Volunteer, Employee or Member involved in decision making) of the RLSS shall declare an interest in any matter in which a conflict of interest arises or may arise. He or she must not divulge information that he or she knows or should know is confidential.

Former RLSS employees and/or members continue to be bound by the terms of this policy notwithstanding their status as former employees and/or members.

This policy should be read in conjunction with other RLSS policies, including the following.

- RLSS013 Whistle Blowers Policy
- RLSS014 Risk Management Policy
- RLSS016 Volunteer Management Policy
- RLSS018 Complaints Handling Policy
- RLSS022 Privacy and Data Protection Policy
- RLSS023 Code of Ethics.

4. POLICY STATEMENTS:

4.1 *Improper use of information*

4.1.1 An individual who is, or has been, a member or an employee of the RLSS must not make improper or inappropriate use of any information or data acquired during his or her membership or employment:

- a) to gain, or to attempt to gain, directly or indirectly, a pecuniary or personal advantage for himself or herself or for any other person or organisation;
- b) which might cause detriment to, or create a risk of harm or damage, to the RLSS; or
- c) to harm or damage in any way, or attempt to harm or damage in any way, the RLSS.

4.1.2 The prohibition set out in 4.1.1 operates even if the 'advantage' concerned is merely a prospective advantage and even if that prospective advantage is remote and contingent. The fact that any advantage concerned may only be small in value or consequence is immaterial.

4.1.3 An individual who is, or has been a member or an employee of the RLSS must not release or use information or data that the person knows, or should reasonably know, is information

- a) which is confidential to the RLSS; and
- b) which the RLSS wishes to keep confidential.

4.1.4 An individual (Trustee, Volunteer, Employee or Member involved in decision making) of the RLSS shall upon being elected or appointed to a decision-making position with the RLSS shall duly complete and sign a confidential undertaking as provided in Appendix 1.

4.1.5 An individual who arranges for a nominee to enter into a contract on his or her behalf does not thereby avoid potential prosecution. This will apply whether or not a person remains a member,



providing the information used was gained during the period he or she was a member or an employee.

4.1.6 The prohibition and restrictions on the use of information and data set out within this policy are intended to protect the reputation of the RLSS from the improper, inappropriate, or unlawful use of RLSS information or data. The RLSS is committed to the highest possible standards of openness, probity and accountability. In line with that commitment the RLSS expects individuals who may have serious concerns about any aspect of the RLSS' work to come forward and voice such concerns appropriately and in accordance with the RLSS' Whistle Blowing policy.

4.2 Pecuniary or Personal Interest

4.2.1 The principles underlying pecuniary interest relate to an individual's interest in a matter being based on the potential that the person stands to gain or lose financially from it.

4.2.2 The principles underlying personal interest relate to an individual's interest in a matter being based on the potential that he or she stands to gain or lose personally from it, for example; participating in decisions which might involve:

- a) an individual's appointment to a position
- b) being recognised for an award
- c) rules that impact a competition that they might be involved in
- d) decisions that might benefit or disadvantage an organisation of which they are a member

4.2.3 To ensure that the reputation of the RLSS as an honest, transparent institution which makes decisions based upon the principles of openness, probity and accountability is maintained, it is important that RLSS decisions must not be based upon, or influenced in any way by, any personal financial interests or personal interests of individuals.

4.2.4 It is incumbent upon individuals who accept the responsibility and undertake the duties of decision making within and for the RLSS to simultaneously accept an obligation to stand aside and refrain from participating in decisions about which they have, or may have, a conflict of interest.

4.2.5 The onus is on the individual at all times to adhere to the requirements, intentions and expectations of this policy.

4.2.6 Membership of RLSS Board, Committees and Working Groups

- a) All RLSS employees and members of the RLSS Board, RLSS Committees and RLSS Working Groups are required biennially to complete a Declaration Concerning Conflict of Interest (Appendix 2).
- b) In addition, individuals are to declare that a conflict of interest or potential conflict of interest has arisen in relation to a specific matter if such a conflict becomes apparent during the course of a meeting of that group (refer 4.2.7 and 4.2.8 for detail).

4.2.7 When Must an Individual Declare His or Her Interest?

- a) If, after being informed of the matter or matters to be considered by the RLSS, an individual considers that a pecuniary or personal interest exists or may exist, either directly or indirectly, he or she must declare the potential conflict of interest or disclose the nature of such interest.
- b) The individual must refrain from any discussion about that matter and must not seek to discuss, persuade or exert influence on any other individual outside of the normal meeting discussion.



- c) If the individual intends to be present at the venue, function, or meeting, he or she must make the disclosure of a conflict of interest prior to the function or meeting and no later than immediately prior to the consideration or discussion of the matter.
- d) If the individual does not intend to be present at the meeting, the interest and the nature of the interest must be disclosed to the Chief Executive Officer or the Deputy Commonwealth President or the Chairperson of the relevant Committee or Working Group at any time before the meeting is held.

4.2.8 What Action Will Follow a Declaration?

- a) The individual will leave the meeting at any time prior to discussion and a vote being taken on the matter under discussion.
- b) The Chairperson can request that the individual leave the meeting at any time prior to or during the discussion and/or vote being taken.
- c) The Chairperson may question the individual making the disclosure on matters related to the conflict upon the unanimous approval of all those involved with the meeting.
- d) The departure of any individual from any meeting shall be noted in the Minutes of that meeting, with the minute including the reason for his or her departure.

4.2.9 Financial Interests

Individuals who have financial interests in a RLSS contract, or have family members, friends, or business associates with such interests, must not represent or advise the RLSS in such transactions.

4.2.10 Employment

Individuals may not engage in any outside work or business activity that conflicts with their duties to RLSS. If in doubt the employee is to consult with the Deputy Commonwealth President.

4.3 Gifts and hospitality

- 4.3.1 This policy includes how to deal with personal gifts or hospitality provided to Trustees, staff and senior volunteers. This protects the person(s) against the accusation that such gifts or hospitality are intended to influence the decisions they take in administering the charity's affairs.
- 4.3.2 All gifts to and hospitality for should be declared and recorded in the Register of interests, loyalties and gifts kept for this purpose. The information recorded should include its estimated value, the date on which it was received, who it was given by and the reason for the gift.
- 4.3.3 Gifts and hospitality should never be solicited.
- 4.3.4 Gifts and hospitality with a value of under £50 can be accepted providing that the gift or hospitality is not given or accepted with an expectation that there is any obligation owed as a result of the gift. Usually but not always, the gift will not be specific to the charity, for instance an accountant or lawyer may take a trustee to a Dinner along with the trustees of other charities.
- 4.3.5 Where a gift or hospitality is received or offered which exceeds the value of £50, the hospitality should be declined or the gift be returned to the sender, the market price should be paid or the gift should be donated to the organisation directly or to another charitable organisation as appropriate.



4.3.6 Gifts and hospitality intended to influence the decisions of trustees should NEVER be accepted.

4.4 RLSS Action

The consequences of failing to comply with this RLSS policy are severe: disciplinary action up to and including dismissal.

5. ACCESS TO THE POLICY

This policy will be available for viewing by any person on RLSS's website or a copy will be sent upon request.

6. FURTHER INFORMATION

For further information or to report any suspected or detected instances of a conflict of interest or improper use of RLSS information that may have occurred or is occurring, please contact:

The Royal Life Saving Society, Commonwealth Headquarters,
Red Hill House, 227 London Rd,
Worcester WR5 2JG,
UNITED KINGDOM

Tel: +44 (0)1789 774229

Fax: +44 (0)1789 773995

Email: commonwealth@rlss.org.uk

Website: <http://www.rlsscommonwealth.org>

Attention: Deputy Commonwealth President



APPENDIX 1

THE ROYAL LIFE SAVING SOCIETY – CONFIDENTIAL INFORMATION UNDERTAKING

TO: The Royal Life Saving Society (RLSS)

I, **(full name, whose name and address are set out in the attached *schedule**)** hereto acknowledge that in the course of performing or providing duties or services to or for RLSS, I may receive or become aware of various confidential technical knowledge, concepts, ideas, designs, programs, processes, procedures, innovations, inventions, personnel and other information (including market intelligence and data base information) and various supporting or associated documents all of which are collectively herein referred to as "Confidential Information", and therefore I *herely undertake* to RLSS at all times:

1. I shall treat any of the above which I know to be Confidential Information in the strictest confidence.
2. I shall not directly nor indirectly divulge any known Confidential Information to or permit it to come into the hands of or to be or become available to any other person or persons other than in accordance with Clause 3 hereof.
3. I shall not use any known Confidential Information for any of my own purposes but only as I am directed to use it by RLSS.
4. I shall use all the reasonable endeavours as I may be advised to use by RLSS and I shall take all reasonable steps as I may be advised to take by RLSS to cause and ensure that any known Confidential Information is kept in the strictest confidence.

These Undertakings shall be of full force and effect and shall operate at all times hereafter notwithstanding that I may subsequently cease to perform or provide any duties or services to RLSS and notwithstanding that I may subsequently cease to be so employed or voluntarily engaged.

DATED THE _____ day of _____ 2_____

Signed by the person whose name

and address are set out in the Schedule* _____

hereto in the presence of: _____

Witness

SCHEDULE*

*Full Name: _____

*Address: _____



APPENDIX 2

THE ROYAL LIFE SAVING SOCIETY

DECLARATION CONCERNING CONFLICT OF INTEREST

I, (Name in BLOCK LETTERS) have read and understood the RLSS policy regarding conflicts of interest and confidential information (RLSS010).

I understand that a conflict of interest or potential conflict of interest is any situation in which my personal interests, or interests that I might owe to another individual or another organisation, may (or may appear to) influence or affect my decision making. I understand that when I am dealing with RLSS business my overriding duty is to act in the best interests of the charity.

Except as I disclose below, to the best of my knowledge and belief neither I nor any person with whom I have or have had a personal, business or professional relationship is engaged in any transaction, undertaking, understanding or activity or has any relationship that may represent a potential competing or conflicting interest with the RLSS.

Further, to the best of my knowledge and belief, except as disclosed below, neither I nor any person with whom I have or had a personal, business, or professional relationship intends to engage in any transaction, to acquire any interest in any organisation or entity, or to become the recipient of any gifts or favours that might reasonably be covered by the policy regarding conflicts of interest with the RLSS.

(A) Without exception ____

(B) Except as described as follows or in the attached statement _____

Date: _____

Signature: _____

