

## **Trustees, Staff and Volunteers (2022) Confidentiality and Statement of Declaration of Interest agreement**

### **Confidentiality**

Employees, volunteers and trustees at Time 4 Children may have access to confidential information through the course of their role for the Charity.

Confidential information may be written, spoken or electronic and may include but is not limited to:

- Personal information about users of services
- Contacts of the Charity e.g. donors, fundraisers etc.
- Personal information about colleagues
- Phone conversations
- Employment information
- Medical/health information
- Emails/Letters
- Documents or contracts
- Commercially sensitive information about the charity's activities, finances or planning

As an organisation Time 4 Children is committed to adhering strictly to its Confidentiality Policy and Data Protection Policy which all staff and volunteers must confirm that they have read and understood. It should be noted that any unauthorised disclosure of information covered by the Data Protection Act is a criminal offence and may render the individual personally liable.

In order to ensure that confidential information is not disclosed the following procedures should be followed:

- All information is considered confidential in nature unless you are advised otherwise and the intention is for it to be made public.
- Do not discuss confidential information either with colleagues or with people outside Time 4 Children unless given express permission by the Manager or Board of Trustees to do so
- Do not disclose any information related to Time 4 Children, especially on the telephone or in an email, unless you are sure you know who you are disclosing it to and that they are authorised to have this information.
- If you are in doubt whether to disclose information check with the Manager before doing so.

Please note that your confidentiality obligations apply indefinitely even after you have left Time 4 Children. Legal action may be taken if this agreement is breached.

### **Conflict of Interest**

Employees/Volunteers and Trustees must declare any conflict of interest to the Practice Manager or Chair of Trustees at the earliest opportunity. For clarity a conflict of interest can be;

- where the concerns or aims of two different parties are incompatible.
- where a person is in a position to derive personal benefit from actions or decisions made in their official capacity.

*This includes but is not limited to:*

- employment;
- any previous employment in which Employees/Volunteers or Trustees still have a financial, or other, interest;
  - any other appointments (voluntary or otherwise) e.g. trusteeships, directorships, local authority membership, tribunals;
  - professional and organisational membership;
  - membership of any special interest groups;
  - investments in unlisted companies, partnerships and other forms of business;
  - major shareholdings and beneficial interests;
  - gifts or hospitality offered to the Trustee by external bodies and whether this was declined or accepted
  - family connections where relevant, such as the Employee, Volunteer or Trustee's spouse/partner working for a similar organisation or funder
  - using, or caring for a user of, the organisation's services
  - any contractual relationship between the trustee or a connected person and the charity or subsidiary

If an individual has any doubt or is uncertain whether there is a potential of conflict of interest they should still raise this with the Practice Manager or Chair of Board of Trustees at the earliest opportunity for them to determine whether a conflict of interest exists.

Anyone who is found to have a conflict of interest that they do not declare will either be subject to the disciplinary procedure or have their services terminated.

### **Criminal Convictions**

Employees, Volunteers and Trustees agree to notify the Manager/Chair of Trustees if they are charged or found guilty of a crime other than of minor motoring offences e.g. fixed penalty notice.

**I have read and understood the above statement. I accept my responsibilities regarding confidentiality.**

**Signed: Type**

**Name:**

**Date:**