



## **Sport Across Staffordshire & Stoke on Trent**

### **Board Meeting**

#### **AGENDA**

**Tuesday 21<sup>st</sup> January 2020 at 2pm (light lunch at 1.15pm)**

**Walton Room, Civic Suite, 1<sup>st</sup> Floor, Stafford Borough Council, ST16 3AQ**

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1. Apologies
2. Declarations of Interest
3. Minutes of last meeting 15.10.19 *Enc. 1*
4. Reports
  - Chair's Actions *Malcolm Armstrong*
  - Chair's Advisory Group *Malcolm Armstrong*
  - PALS (Formerly SLCOF) *Malcolm Armstrong*
  - Finance & Audit Group *Enc. 2*
  - Governance & Appointments Group *Enc. 3*
  - Director and Chief Operating Officer Report *Enc. 4*
  - Independence Working Group *Enc. 5*
5. Staff Showcase – Open Data *Naomi Bird*
6. Stakeholder Satisfaction Survey *Naomi Bird*
7. Board Sub-Groups *Jude Taylor Enc.6*
8. Date of Independence *Jude Taylor*
9. Dates & times of future meetings
  - Tuesday 21<sup>st</sup> April 2020, 2pm, Stafford BC
  - Tuesday 14<sup>th</sup> July 2020, 2pm, Stafford BC
  - Tuesday 20<sup>th</sup> October 2020, 2pm, Stafford BC

**Sport Across Staffordshire & Stoke-on-Trent  
Board Meeting**

15<sup>th</sup> October 2019, 2.00pm

Walton Room, Stafford Borough Council



**Meeting Minutes**

Present Attendees		Apologies	Also Distributed To:
Malcolm Armstrong (MA)	Chair	Toyin Higgs	SASSOT Core Team
Angela Dale (AD)	Keele University	Ian Kelsall	
Cllr. Mark Deaville (MD)	Staffordshire County Council	Alistair Fisher	
Jane Kracke (JK)	Chief Operating Officer, SASSOT		
Prof. Derek Peters (DP)	Independent		
Kimiyo Rickett (KR)	Senior Independent Director		
Jude Taylor (JT)	Director, SASSOT		
Prof. Pauline Walsh (PW)	Independent		
Hazell Thorogood	Office Manager		
Rebecca Roberts	Independent		
Jonathan Topham	Public Health Staffordshire		
Tim Clegg	Stafford Borough Council		
Camilla Denham White	SASSOT – People's representative		
Stuart Arnold	Punter Southall Aspire		
Mark Fudge	Keele University		

No.	Item Topic
1.	<b>Apologies</b> As above
2.	<b>Declarations of Interest</b> Jane Kracke, Jude Taylor Camilla Denham White and Hazell Thorogood as employees of SASSOT.
3.	<b>'Start to Success' overview (TBC)</b> <i>Angela Dale + Mark Fudge</i>  Mark Fudge attended to discuss the 'Start to Success' presentation. Key Comments: <ul style="list-style-type: none"> <li>• TC – Commented that is welcome that the Universities are addressing the issues around mental health, however consistency of training on these issues needs to be focused on in addition to aspects such as timetabling and assessment patterns.</li> <li>• PW commented that Keele University is working on a number of activities which will allow the student to feel improved wellbeing with a sense of belonging.</li> <li>• Mental health isn't just an issue across the FE sector, but generally across young people of today.</li> <li>• JT It would be great to see PA content pulled across the whole programme of activity</li> </ul>
4	<b>Minutes of last meeting 16.07.19 <i>Enc. 1</i></b> - Accepted as a true record by all
5	<b>Reports – discussion by exception</b> <ul style="list-style-type: none"> <li>• KR (Finance and Audit) commented on paragraph 2.4 and 2.5: as SASSOT will be moving to a different structure as of 2020 we will need to consider the purpose and remit of the Finance and Audit Group, and also review the reserves policy.</li> <li>• JT – Highlighted that there has been some staff turnover in the last month. Lee Booth has accepted a contract management role in SBC and Dave Richards has accepted a full time</li> </ul>

	<p>role elsewhere. We will not be going out to recruit at this stage.</p> <ul style="list-style-type: none"> <li>The dashboard shows two areas of red. The place based approach continues to be an issue in terms of partners engagement, capacity and skills. STP is currently on hold due to changes in leadership.</li> <li>The Board thanked Lee and David leaving the organization and recognised that this will increase pressure on the remaining members of staff.</li> </ul>
6	<p><b>Staff Showcase – Children and Young People</b> <i>Camilla Denham-White</i></p> <ul style="list-style-type: none"> <li>CDW took the Board through a presentation on the work being carried out in the children and young people area. The board gave their thanks to CDW for her work in this pivotal role.</li> </ul>
7	<p><b>Name Change</b> <i>Naomi Bird and Georgia Phillips</i></p> <p>Following an intensive social media campaign, the most popular name voted for, for the new organisation was ‘Together Active’.</p> <p><b>DECISION 1</b> – The Board voted to approve the new organisation name of ‘Together Active’.</p> <p>Key comments</p> <ul style="list-style-type: none"> <li>The name seems flexible and forward facing.</li> <li>The team don’t intend to move away from the existing colour palette.</li> <li>The board feel the need for a modern, fresh icon.</li> <li>RR commented it may be beneficial to consider health / wellbeing within values and guidelines.</li> <li>NB commented that we are looking to trademark the name and if there was any experience of the complexities of trademarking to share it with NB.</li> <li>There will be an announcement by the end of w/c 14<sup>th</sup> October regarding the name of the new organisation. SASSOT will remain as named until after the new organisation is in place.</li> </ul> <p><b>ACTION 1:</b> HT to organise a half staff and Board away day in two / three months’ time to focus on the brand, values, vision and objectives and communication strategy.</p>
8	<p><b>Constitution and Trustees</b> <i>Enc. 5 Jane Kracke</i></p> <ul style="list-style-type: none"> <li>Paragraph 4.3 – Initially at least three ‘First Trustees’ are required.</li> </ul> <p><b>DECISION 2</b> – the Board confirmed they are happy for Malcolm Armstrong, Kimiyo Rickets and Pauline Walsh to act as the three First Trustees.</p> <p><b>ACTION 2:</b> if there are any other board members who wish to join to increase this to five First Trustees then let JK know by Friday 18<sup>th</sup> October. By April 2020 we need to identify the full set of 12 trustees.</p> <p>Paragraph 4.4</p> <ul style="list-style-type: none"> <li>The current Board members can become trustees once the organisation changes. Documentation has been shared with the board members in regards to how the role would change.</li> </ul> <p><b>ACTION 3:</b> – Once all board members have read through the relevant documents, please consider whether you are prepared to become a Trustee of the new organisation, and confirm this to Hazell Thorogood (<a href="mailto:hthorogood@staffordbc.gov.uk">hthorogood@staffordbc.gov.uk</a>) by 30.11.19.</p> <ul style="list-style-type: none"> <li><b>DECISION 3-</b> The Board formally approved the objects of the constitution.</li> <li><b>DECISION 4</b> – The Board approved the whole constitution.</li> </ul>
9	<p><b>Pensions</b> <i>Enc. 6</i> <i>Stuart Arnold, Punter Southall Aspire</i> <i>Jude Taylor / Jane Kracke</i></p>

**ACTION 4:** - HT to send formal note to Lee Mason to convey thank you from the Board.

Stuart Arnold attended to present information on pensions to the board.

- Punter Southall Aspire (PSA) was approved as the group scheme provider, using Aviva. 50% of other independent APs currently use this scheme.
- Aviva offers scheme members 20% off their other insurance products.
- SA advised there is a modeller which staff will be able to use to forecast their own pension.
- CDW agreed the flexibility would be a good option for staff.
- TC commented that staff might not save as much as they might have done within the LPGS scheme. A review was suggested for staff to understand what their contributions would mean for their overall forecast.
- SA confirmed there isn't a cost if there are changes to the level of contributions.
- JK commented that feedback to the organisation is that the staff are key in terms of level of skill and knowledge and they would appreciate this is recognised.
- Thanks to JK for undertaking the financial modelling

**DECISION 5** – The Board agreed that Punter Southall Aspire / AVIVA can be the pension provider.

Key Comments

- The liability reduces naturally over time due to staff turnover.

**DECISION 6** – the below contribution scheme was agreed for existing staff.

- Staff have the flexibility to put more in to the fund if they choose to.

Employer contribution	Employee contribution	Total contribution
16.8%	5%	21.8%
14.8%	4%	18.8%
12.8%	3%	15.8%
10.8%	2%	12.8%
Based on total salary		

**DECISION 7** – The board agreed the below scheme for new staff.

#### New employees

Automatic enrolment compliant contribution

Employer contribution	Employee contribution	Total contribution
8%	5%	13%
7%	4%	11%
6%	3%	9%
Based on total salary		

**ACTION 5:** - The decision is to be written down for the purposes of communicating to staff.

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#### Date of next meeting(s)

- Tuesday 21<sup>st</sup> January 2020, 2pm, Stafford BC
- Tuesday 21<sup>st</sup> April 2020, 2pm, Stafford BC
- Tuesday 14<sup>th</sup> July 2020, 2pm, Stafford BC
- Tuesday 20<sup>th</sup> October 2020, 2pm, Stafford BC

Actions	Owner	Date
1. HT to organise a half staff and board away day in two – three months' time to focus on the brand / values vision and objectives and communication strategy.	HT	21.01.2019
2. If any other board members wish to join the trustees to increase to five trustees, then let JK know by Friday 18 <sup>th</sup> October 2019	ALL	18.10.2019
3. <b>Once all board members have read through the relevant documents, please consider whether you are prepared to become a Trustee of the new organisation, and confirm this to Hazell Thorogood (<a href="mailto:hthorogood@staffordbc.gov.uk">hthorogood@staffordbc.gov.uk</a>) by 30.11.19.</b>	ALL	30.11.2019
4. HT to send formal note to Lee Mason to convey thank you from the board.	HT	
5. The pension decision is to be written down for the purposes of communicating to staff.	JT	

Decisions		
1. The Board voted to approve the new organisation name of 'Together Active'.		
2. The Board confirmed they are happy for Malcolm Armstrong, Kimiyo Rickets and Pauline Walsh to be fulfill the roles of trustees.		
3. The Board formally approved the objects of the constitution.		
4. The Board approved the whole constitution.		
5. The Board agreed that Punter Southall Aspire / AVIVA can be the pension provider.		
6. The Board agreed the below contribution scheme for existing staff.		
Employer contribution	Employee contribution	Total contribution
16.8%	5%	21.8%
14.8%	4%	18.8%
12.8%	3%	15.8%
10.8%	2%	12.8%
Based on total salary		

7. The board agreed the below contribution scheme for new staff.

**New employees**

Automatic enrolment compliant contribution

Employer contribution	Employee contribution	Total contribution
8%	5%	13%
7%	4%	11%
6%	3%	9%
Based on total salary		

Prepared By:	Date	Checked By	File Code
Hazell Thorogood	16.10.2019	Malcolm Armstrong	Board Minutes 15.10.19

## Report to the Board – Enclosure 02

Report Title	SASSOT Finance and Audit Group Report
Date	21 <sup>st</sup> January 2020

Open Agenda item	X	
Private and Confidential Agenda item		By virtue of containing confidential information relating to:

Contact Officer	Name:	Kimiyo Rickett / Jane Kracke
	Tel:	01785 619187 (JK)

For Information	
For Decision	x

### 1. Purpose of Report

To update the Board on the following items as discussed at the Finance and Audit Group meeting on 07.01.20:

- 2019-20 Accounts: Expenditure against Budget
- 5-Year Financial Forecast amendments
- Risk Register
- Reserves Policy

### 2. Report

#### 2.1 2019-20 Accounts: Expenditure Against Budget

- The attached figures (Appendix 1) show a detailed breakdown of the financial performance to 31.12.19 against the budget for 2019-20 for Quarter Three
- The budget summary is as follows:

Budget to 31 <sup>st</sup> December 2019		Actual to 31 <sup>st</sup> December 2019	Variance
Expenditure	£512,463	£466,747	- £45,716
Income	£1,103,550	£1,113,550	£-10,000

- Overall, actual expenditure is significantly less than expected, with the key exceptions explained below. Income is slightly higher than expected

Exception reports for each individual budget heading are shown below.

- **Partnership Services**

- Expenditure

- There is £24,807 underspend on Employee Costs mainly due to the Administrative Office Manager post being vacant for approximately two months, and the marketing post being vacant

We are £11,261 underspent on Marketing as we have negotiated a substantial reduction in costs for the Activity Finder Database for the first year. This saving will be reallocated to the rebrand.

We are £2,875 under budget for Grants and Equipment (Place-Based Approach Delivery) as progress towards delivery has been slower than expected and most agreed work so far has required staff capacity rather than funding.

- Income

- This is £9157 higher than expected as we budgeted to lose three funding partners for 2019-20 and one of these has confirmed funding for this year. Additionally, slightly more funding has been transferred to this budget from other budget codes to contribute towards staffing.

- **Workforce**

- Expenditure

- There is an underspend of £3,843 on Employee Costs due to the Workforce Manager post currently being vacant. There is a £1,125 underspend on Rents as we have not needed to hire venues to provide workshops.

- **Active Staffordshire Moorlands**

- As stated in the report for the previous quarter, Staffordshire Moorlands provided us with £20,000 funding to expand the place-based approach work in their area and to provide marketing support. However, due to a change in personnel and priorities, they requested this funding to be returned, hence this budget code is now closed.

## 2.2 **5-Year Financial Forecast Amendments**

- The 5-Year Financial Forecast (Appendix 2) has been updated to include the following minor changes:
  - Adjustment of capacity v delivery expenditure of each Sport England grant



given our predicted lower employment costs as Together Active – funding has been moved between budgets to ensure that we retain the maximum allowed towards capacity

### 2.3 Risk Register

- The Q3 update to the Risk Register can be found in Appendix 3
- No amendments to scores since last quarter
- Priorities for Q3 2019-20 include:
  - Review the role of the Strategy Advisory Group, particularly in terms of strategy development and ongoing 'check and challenge' of delivery
  - Meeting with LA funding partners and ensure SLAs for 2020-21 are signed and communicated to the team
  - Prepare to recruit to new posts to start 01.04.20
  - Continue to communicate openly with staff regarding independence
  - Ensure actions for Q3 within the Tier Three Action Plan for Together Active are completed so that organisation is on target to gain compliance within 6 months of becoming operational
  - Clarify relationship and expectations with Staffordshire County Council, including Public Health

### 2.4 Reserves Policy

- The draft Reserves Policy for Together Active (Appendix 4) was agreed.
- Key Points include the following:
  - Together Active will have three types of reserves:
    - **Restricted Reserves**, which are normally grant-related and can only be spent on a particular project
    - **Unrestricted, Allocated Reserves**, which need to be held in order to cover potential liabilities should the organisation be dissolved or lose one or more funding streams
    - **Unrestricted, Unallocated Reserves**, which can be used to grow the organisation
  - Unrestricted, Allocated Reserves will be made up of the following and will be recalculated on an annual basis:
    - Redundancy liabilities for all staff
    - Three months of employment costs for core staff
    - There may be the need to include costs for any leases or contracts linked to Together Active's operations (premises, utilities etc.). These will be included as appropriate once confirmed
  - The policy outlines the process to consider whether Unrestricted, Allocated funds can be used to cover short-term cash flow issues or unexpected costs / liabilities, and also to take advantage of unexpected opportunities.
  - The policy outlines the need to look at where the reserves are held. Further work will be done on this shortly.
- ***Recommendation: That the Board agrees to adopt the Reserves Policy for Together Active. The Five-Year Financial Forecast will then be amended to reflect this.***

**Sport Across Staffordshire and Stoke-on-Trent**  
**1st April 2019 - 31st March 2020 Budget**

**Summary**

Work Area	Budget 2019-20
<b>Income</b>	
Reserves Carried Forward	-467,770
Income	-637,890
Transfers Between Budgets	0
<b>Total Income</b>	<b>-1,105,660</b>
<b>Expenditure</b>	
Employee Costs	419,340
Hosting	27,000
Other Costs:	
Telephone	1,980
Travel / Subsistence	8,200
Training	9,000
Office Costs	6,600
Marketing	28,000
Consultancy	21,500
Delivery / Other	211,680
<b>Total Expenditure</b>	<b>733,300</b>
<b>Balance</b>	<b>-372,360</b>
of which Liabilities	-179,090
of which restricted funds	-56,950
of which unrestricted funds	-136,320

Please note - the above budget summary is taken from the 4-Year Forecast as of 02.04.19

**1. Partnership Services**

Description	Work Area	Budget 2019-20	Budget 01/04/19 - 31/12/19	Actual 01/04/19 - 31/12/19	Variance
<b>Expenditure</b>		<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
Employee costs	Core Team	299,090	224,318	199,511	-24,807
Hosting		27,000	27,000	27,000	0
Telephones	Incl. wifi	1,530	1,148	1,052	-96
Travel & Subsistence		7,000	5,250	2,496	-2,754
Training and Conferences		7,000	4,000	1,389	-2,611
Office Equipment	Office Costs	300	225	504	279
Clothing & uniforms	Office Costs	500	375	332	-43
Printing, stationery and postage	Office Costs	1,370	1,028	822	-206
Computer Services	Office Costs	4,150	3,113	2,139	-974
Marketing		28,000	21,000	9,739	-11,261
Consultancy	Auditor, Independence contract	21,500	16,125	24,990	8,865
Subs to Outside Organisations	Delivery	2,500	1,875	2,400	525
Hospitality	Delivery - Including PBA	3,000	2,250	1,377	-873
Rents	Delivery - Including PBA	1,000	750	665	-85
Grants and Equipment	Delivery - PBA	5,500	4,125	1,250	-2,875
Reserves Fund	Restricted Carry-Forward	0	0	-	0
	Allocated Carry-Forward (Liabilities)	179,090	0	-	0
	Unrestricted Carry-Forward	136,320	0	-	0
		<b>724,850</b>	<b>312,580</b>	<b>275,666</b>	<b>-36,914</b>
<b>Income</b>					
Grants	Sport England	283,980	283,980	283,978	-2
Partnership Funding	Local Partners	70,000	70,000	78,000	8,000
Joint Financing Contribution	Balance c/fwd	359,420	359,420	359,417	-3
Other Income		0	0	85	85
Internal Transfers	Underspend from other Budgets etc.	11,450	11,450	12,527	1,077
	<b>Total</b>	<b>724,850</b>	<b>724,850</b>	<b>734,007</b>	<b>9,157</b>

**2. Research and Insight**

Description	Work Area	Budget 2019-20	Budget 01/04/19 - 31/12/19	Actual 01/04/19 - 31/12/19	Variance
<b>Expenditure</b>		<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
Professional Fees	Delivery	5,500	0	0	0
	<b>Total</b>	<b>5,500</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Income</b>					
Joint Financing Contributions	Balance c/fwd	5,500	5,500	5,500	0
	<b>Total</b>	<b>5,500</b>	<b>5,500</b>	<b>5,500</b>	<b>0</b>

**Sport Across Staffordshire and Stoke-on-Trent**  
**1st April 2019 - 31st March 2020 Budget**

**3. Volunteering (formerly NGB Activation and Volunteer Coordinator)**

Description	Work Area	Budget 2019-20	Budget 01/04/19 - 31/12/19	Actual 01/04/19 - 31/12/19	Variance
Printing, stationery and postage	Office Costs	50	38	0	-38
Grants	Delivery	3,500	1,500	1,397	-103
Professional Fees	Delivery	960	200	-	-61
Reserves Fund	Restricted Carry-Forward (project runs to 31.08.20)	2,260	0	-	0
	Unrestricted Carry-Forward	0	0	-	0
	<b>Total</b>	<b>6,770</b>	<b>1,738</b>	<b>1,336</b>	<b>-402</b>
<b>Income</b>					
Grants	Sport England	8,000	8,000	8,000	0
Joint Financing Contributions	Balance c/fwd	15,110	15,110	15,114	4
Joint Financing Contributions	Income from Courses	400	300	266	-34
Internal Transfers	Contributions to / from other Budgets	-16,740	-16,740	-16,320	420
	<b>Total</b>	<b>6,770</b>	<b>6,670</b>	<b>7,060</b>	<b>390</b>

**4. Club Development**

Description	Work Area	Budget 2019-20	Budget 01/04/19 - 31/12/19	Actual 01/04/19 - 31/12/19	Variance
Grants	Delivery - Club Accreditation Grants	1,500	0	0	0
	<b>Total</b>	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Income</b>					
Joint Financing Contributions	Balance c/fwd	1,500	1,500	1,500	0
Internal Transfers	Contributions to / from other Budgets	0	-1,500	-1,500	0
	<b>Total</b>	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>0</b>

**5. Sportivate**

Description	Work Area	Budget 2019-20	Budget 01/04/19 - 31/12/19	Actual 01/04/19 - 31/12/19	Variance
Grants	Delivery - Children in Care Project	14,590	9,250	9,243	-7
	<b>Total</b>	<b>14,590</b>	<b>9,250</b>	<b>9,243</b>	<b>-7</b>
<b>Income</b>					
Joint Financing Contributions	Balance c/fwd	14,590	14,590	14,587	-3
	<b>Total</b>	<b>14,590</b>	<b>14,590</b>	<b>14,587</b>	<b>-3</b>

**6. Workforce (Formerly Coaching)**

Description	Work Area	Budget 2019-20	Budget 01/04/19 - 31/12/19	Actual 01/04/19 - 31/12/19	Variance
Employee Costs		47,870	35,903	32,060	-3,843
Telephones		150	113	96	-17
Travel & Subsistence		500	375	543	168
Training and Conferences		500	375	99	-276
Printing, stationery and postage	Office Costs / Delivery	450	338	-	-338
Rents	Delivery	1500	1,125	-	-1,125
Hospitality	Delivery	500	375	-	-375
Professional Fees	Delivery	31760	13,750	13,750	0
Reserves Fund	Restricted Carry-Forward (project runs to 31.08.20)	10,790	0	-	0
	<b>Total</b>	<b>94,020</b>	<b>52,353</b>	<b>46,548</b>	<b>-5,805</b>
<b>Income</b>					
Grants	Sport England	88,530	88,530	88,525	-5
Joint Financing Contributions	Balance c/fwd	1,720	1,720	1,722	2
Internal Transfers	Transfer to Partnership Services	3,770	3,770	3,868	98
	<b>Total</b>	<b>94,020</b>	<b>94,020</b>	<b>94,115</b>	<b>95</b>

**Sport Across Staffordshire and Stoke-on-Trent**  
**1st April 2019 - 31st March 2020 Budget**

**7. Youth Sport**

Description	Work Area	Budget 2019-20	Budget 01/04/19 - 31/12/19	Actual 01/04/19 - 31/12/19	Variance
Employee Costs		28,220	21,165	20,623	-542
Telephones		150	113	194	82
Travel & Subsistence		200	150	5	-145
Training and Conferences		500	375	-	-375
Printing, stationery and postage	Office Costs / Delivery	300	225	124	-101
Grants	Delivery	77,220	27,500	27,895	395
Rents	Delivery	200	150	-	-150
Hospitality	Delivery	350	263	20	-243
Professional Fees	Delivery	14,950	14,000	13,368	-632
Reserves Fund	Restricted Funding (unallocated project funding)	5,120	0	-	0
	<b>Total</b>	<b>127,210</b>	<b>63,940</b>	<b>62,229</b>	<b>-1,711</b>
<b>Income</b>					
Grants	Sport England Satellite Clubs	127,080	127,080	127,081	1
Joint Financing Contributions	Balance c/fwd	36,430	36,430	36,433	3
Internal Transfers	Transfer to Partnership Services	-36,300	-36,300	- 35,836	464
	<b>Total</b>	<b>127,210</b>	<b>127,210</b>	<b>127,678</b>	<b>468</b>

**8. School Games**

Description	Work Area	Budget 2019-20	Budget 01/04/19 - 31/12/19	Actual 01/04/19 - 31/12/19	Variance
Employee Costs		44,160	33,120	32,024	-1,096
Telephones		150	113	99	-14
Travel & Subsistence		500	375	458	83
Training and Conferences		500	375	349	-26
Printing, stationery and postage	Office Costs / Delivery	1,190	400	411	11
Rents	Delivery	6,470	4,000	3,962	-38
Hospitality	Delivery	3,000	2,250	2,450	200
Professional Fees	Delivery	6,250	4,688	4,519	-169
Equipment	Delivery	7,540	5,655	6,091	436
Promotions	Delivery (includes Clothing / Uniforms)	2,170	1,628	1,362	-266
Reserves Fund	Restricted Carry-Forward (project runs to 31.08.20)	38,780	-	0	0
	<b>Total</b>	<b>110,710</b>	<b>52,603</b>	<b>51,725</b>	<b>-878</b>
<b>Income</b>					
Grants	Sport England	59,900	59,900	59,900	-
Joint Financing	Balance c/fwd	33,490	33,490	33,491	1
Other Income		-	-	450	450
Internal Transfers	Transferred from Volunteering	17,320	17,320	16,762	- 558
	<b>Total</b>	<b>110,710</b>	<b>110,710</b>	<b>110,603</b>	<b>-107</b>

**9.Active Staffordshire Moorlands**

Description	Work Area	Budget 2019-20	Budget 01/04/19 - 31/12/19	Actual 01/04/19 - 31/12/19	Variance
<b>Expenditure</b>		<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
Rents		500	500	-	500
Equipment		1,000	1,000	-	1,000
Grants		8,500	8,500	20,000	11,500
Professional Fees		9,600	9,600	-	9,600
Marketing		400	400	-	400
	<b>Total</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>0</b>
<b>Income</b>					
Joint Financing Contributions	Balance c/fwd	0	-	-	-
Internal Transfers	Transfer from Partnership Services	20,000	20,000	20,000	-
	<b>Total</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>0</b>

**Notes:**

Expenditure

A minus sign indicates an underspend on budget

Income

A minus sign indicates an increase on budget

# Sport Across Staffordshire and Stoke-on-Trent Five-Year Financial Projection

01.11.19

## Summary

	<u>Note</u>	2019-20	2020-21	2021-22	2022-23	2023-24
<u>Income</u>						
Reserves Carried Forward	1	- 467,770	- 398,790	- 365,940	- 313,470	- 256,990
Income	2	- 637,890	- 604,410	- 585,930	- 585,930	- 536,370
Transfers Between Budgets		-	-	-	-	-
<b><u>Total Income</u></b>		- 1,105,660	- 1,003,200	- 951,870	- 899,400	- 793,360
<u>Expenditure</u>						
Employee Costs	3	380,230	396,820	403,760	407,770	411,790
Hosting		27,000	40,000	40,000	40,000	40,000
Other Costs:						
Telephone		2,000	2,000	2,000	2,000	2,000
Travel / Subsistence		8,200	8,100	8,100	8,100	8,100
Training	4	8,500	8,500	8,500	8,500	8,500
Office Costs	5	6,600	5,760	5,760	5,760	5,760
Marketing	6	19,000	21,000	15,200	15,200	15,200
Consultancy	7	28,000	2,700	2,700	2,700	2,700
VAT	12	-	17,000	17,000	17,000	17,000
Delivery / Other	8	227,340	135,380	135,380	135,380	141,630
<b><u>Total Expenditure</u></b>		706,870	637,260	638,400	642,410	652,680
<b><u>Balance</u></b>		- 398,790	- 365,940	- 313,470	- 256,990	- 140,680
of which Liabilities	9	- 135,030	- 148,100	- 180,450	- 204,240	- 224,660
of which restricted funds	10	- 55,930	- 59,310	- 59,890	- 58,730	-
of which unrestricted funds	11	- 207,830	- 158,530	- 73,130	5,980	83,980

### Assumptions:

That we only need c£14000 delivery budget for everything except ringfenced programmes

That we could lose up to three funding partners for 2019-20 onwards

That we continue to receive DfE, School Games, Active Lives and Satellite Clubs to 31.03.24 on same basis as currently

**Notes:**

1. Reserves Carried Forward	Includes Liabilities and funding ringfenced for specific projects or programmes	
2. Income  Includes £20,000 from SE in 2019-20 for Independence consultancy	Assumes we'll continue to receive the following funding annually:	
	Primary Role	263978 to 20-21, 7% cut onwards to £245500
	Local Partners	65000 2020-21 onwards
	School Games	Academic Year
	Satellite Clubs	Financial Year (119001 2020-21 onwards)
	Primary Premium	Academic Year
	DfE Volunteering	Academic Year
	Active Lives	Academic Year
	Workforce	Financial Year
3. Employee Costs	Includes Salaries, NI, Superannuation, Car Allowances plus £500 miscellaneous i.e. Childcare Vouchers, CRB checks, recruitment, flu vaccinations etc.	
4. Training	Based on £500 per person plus £1000 whole-team, £1000 Board and £1000 conferences (in Partnership Services).	
5. Office Costs	Includes Office equipment; clothing and uniforms; copy charges; envelopes; postages; computer hardware and software etc. Printing costs are either included here (Partnership Services) or under Delivery costs (other budgets).	
6. Marketing	£8k general budget. Also includes £1k in 2019-20, £8k in 2020-21 (8x£600 plus budget for additional functionality), £7200 onwards for Activity Database, and £10k (2019-20) and £5K (2020-21) for marketing of Database (and rebrand of SASSOT in 19-20)	
7. Consultancy	Partnership Services only - £1500 per year for Auditor (tbc); £20,000 in 2019-20 for Consultancy etc. ref Independence; £6500 in 2019-20 for pension set up costs; £1200 pa from 2020-21 for pension management fee	
8. Delivery / Other	All other costs, linked to deliver of projects, programmes or work areas. £5000 PBA delivery 2019-20 onwards	
9. Liabilities	Redundancy liabilities for all staff as of 31st March.	
10. Restricted funds	Funding which can only be spend on a specific project or programme, such as Satellite Clubs or Primary Premium	
11. Unrestricted funds	Funding where SASSOT has flexibility to decide how best to use it to deliver identified outcomes. Includes Sport England Primary	
12. VAT	Estimate provided by Finance based on 2018-19 figures	



# Sport Across Staffordshire and Stoke-on-Trent

## Risk Register

January 2020



Risk Area	Risk Identified	Likelihood of Occurring (Y)	Severity of Impact (X)	Overall Risk xy+y	Existing Control Procedures (Note 1)	Proposed Improvements	Action By	Residual Risk (Note 2)	Timetable for Action	Follow-up Review	Update Q3 2019-20
1. Governance	1.1 Organisation lacks direction, strategy and forward planning	3	5	18	2018-21 Strategy in place with clear line-of-site to SE and Government Strategies along with clear Vision and Mission  Strategy, Vision and Mission compiled with partner input  Progress against Annual Delivery Plan reviewed by Board quarterly	Strategy Action Group to lead development / review of Annual Delivery Plans  Include partner consultation on 2018-19 review and 2019-20 Annual Delivery Plan development	SAG  SAG/Dir	12	Jan 19  Jan 19	Annually  Annually	2019-20 Delivery Plan in place following consultation with team and SAG.  SASSOT's Offer summarised in a key document for partners  No SAG meetings in 2019-20
	1.2 Organisation lacks support / influence at the highest levels	3	3	12	Range of partners / stakeholders as Board members  Existing links to strategic groups such as Health and Wellbeing Board / STP	Engage with Leaders, Chief Executives and Members  Clear outcomes for SASSOT's involvement in these strategic groups agreed	Chair / Dir	8	Immediate  Dec 18	Quarterly  Quarterly	Director met with SBC CEO  Paper delivered at HWBB and proposal for clearer link to SAG accepted  Meeting arranged with Staffs CC Heads of Service to clarify expectations from SASSOT (20.01.20)
	1.3 Board lacks relevant skills or commitment	1	3	4	Board recruitment based on analysis of skills matrix, addressing gaps  Expected commitment outlined in Job Descriptions and through interview process	Annual review of Board Effectiveness (and self-assessment of individuals) and Action Plan to address findings  Revise skills matrix to be more aligned to current needs	GAG  GAG	4	April 19  Jan 19	Annually  Annually	Board Effectiveness Review discussed at April Board meeting and key actions agreed Skills Matrix being completed, to reflect those transferring to Trustees of Together Active - recruitment to address gaps
	1.4 Board dominated by one or two individuals, or by connected individuals	1	3	4	Declaration of interest policy in place.  Personal Responsibilities set out in Constitution  Decisions made by consensus or majority vote, with quorate requirement  Board appointment recommendations made by Governance and Appointments Group for Board approval  Senior Independent Director role includes acting as intermediary between Board and Chair, or as an alternative point of contact for concerns with Chair / Senior Management	Ensure all Board members complete the declaration form on joining board (and check existing members have completed). Ensure this is a standing agenda item at the start of each meeting  Ensure personal responsibilities (Constitution) are emphasised in Induction  Ensure Board and Team are aware of SID role this	AOM  Chair  SID	4	Immediate  Immediate  Immediate	Ongoing  Ongoing  Ongoing	Documentation revised and completed by all Board members Jan 19. No further actions at present



	1.5 Ineffective organisational structure	3	4	15	Board and Team Structures recently reviewed and documented. Job / Role Descriptions in place  Internal Controls summary in place	Continue to clarify roles of team members regarding PBA through 1-2-1s, PDRs etc.  Annual 'health check' of Board and Team Structures to ensure remain fit for purpose  Review Board Delegated Decision form and ensure it is used consistently	Dir  GAG/Dir  AOM	10	Mar 19  April 19  Dec 18	Ongoing  Annually  Ongoing	New structure introduced 01.04.19 following Youth Sport Manager leaving. New internal appointment of Data Insight and Engagement Manager, with temporary Marcomms solution in place. '2021 and beyond' Senior Managers meeting to be held
	1.6 High Board turnover	2	3	8	Succession plan in place  Board at capacity so unlikely to drop below minimum numbers	Ensure Succession Plan is embedded -annual review by Governance and Appointments Group  Include opportunity for Board members to raise concerns as part of annual self-assessment process  Maintain register of Board terms. Chair to liaise with individuals towards end of term to confirm if they intend to continue	GAG  GAG/Chair  AOM/Chair	8	July 19  April 19  Immediate	Annually  Annually  Ongoing	Board Effectiveness Review discussed at April Board meeting and key actions agreed
	1.7 Reporting to Board (accuracy, timeliness and relevance)	2	3	8	Board reports submitted 7 days prior to meetings  'Staff Showcase' slots on Board Meeting and Annual Delivery Plan update / Dashboard  Governance / Finance Sub Groups meet two weeks prior to Board to discuss / approve relevant information	Embed culture of Board members being fully prepared for meetings  Keep 'for approval / information' discussion to a minimum in Board meetings and focus on key items for Board input	Chair  Chair/COO	4	Immediate  Immediate	Ongoing  Quarterly	Board Agenda re-ordered to put key items at beginning to allow time for discussion - effectively at April meeting  Meeting dates for 2020 to allow two weeks between FAG / GAG and Board
	1.8 Current governance arrangements no longer best option for organisation or Host	5	5	30	Hosting agreement in place to 30.09.20, with annual review	Governance and Appointments Group to lead on investigation of pros / cons of various alternative arrangements and on presenting options to Board (link to 3.4)	GAG	24	Oct 19	Ongoing	Progress to independence underway, overseen by Independence Working Group with agreed project timeline. Charity Commission application submitted Oct 19
	2.1 Non-delivery of agreed outcomes	4	5	24	Clear KPIs for Sport England programmes  Clear actions / performance measures in place in Annual Delivery Plan, linking directly to Strategy. Quarterly reporting process to Board  Agreements in place with funding partners, with six-monthly meetings	Ensure any risk of non-delivery is identified through quarterly reporting process. Utilise expertise of Board and Team for solutions  Produce and monitor log of support agreed for each funding partner  Work with the team to ensure everyone is confident regarding the process for the Place-Based Approach and their role within it.	Dir / COO / Board  Dir / PM  Dir	18	Immediate  Oct 18  Dec 18	Quarterly  Quarterly  Ongoing	Ongoing  Log updated with a more detailed template for 2019-20 inc. timescales and lead officer  Capacity within team is becoming heavily reduced due to two resignations and a vacant post, with no recruitment possible until after transfer to independence. Part-time temporary staff member recruited to provide short-term capacity
	2.2 Poor evidence of impact	4	4	20	Clear measures of impact for programmes  Impact Reports produced for funding partners; Annual Report produced, focusing on impact	Evaluation Framework for PBA work to be developed and embedded  Consult funding partners ref preferred format for impact reporting	IMM  IMM	10	Feb 19  Oct 18	Ongoing  Annually	Evaluation Framework being tested by team and identified partners  Annual Report produced and circulated. Impact documents produced and circulated

2. Operational	2.3 Lack of partner satisfaction	3	4	15	Annual Partner Satisfaction Survey carried out and analysed  Four Stakeholder Events to be delivered annually	Consult with partners through PMIF process  Ensure key areas for improvement from Partner Satisfaction Survey and PMIF process are included in Improvement Plan with appropriate actions.	Dir  Dir	10  Nov 19	Immediate  Every Two Years Annually (Survey)	Stakeholder Satisfaction Survey analysed at Team Meeting 15.01.19 and key agreed actions included in Improvement Plan or Annual Delivery Plan. Stakeholder Survey questions for 2020 agreed and partners identified  Behaviour Change stakeholder event delivered May 19, Open Data and Measuring Impact events held Sep 19
	2.4 Insufficient capacity and resources	4	4	20	Team fully involved in developing Annual Delivery Plans and their own budgets  Regular 1-2-1s and twice-yearly PDR meetings held with individuals, where capacity / key work areas is discussed	Ensure team are consulted on every Partner Funding Agreement before signing  Identify opportunities to work with local partners to secure funding from external sources for PBA areas and wider	Dir / PM  Dir / PBA Leads	15  Jan 19  Immediate	Annually  Ongoing	Funding agreement log updated with a more detailed template for 2019-20 inc. timescales and lead officer. Looking at prioritisation system  £20,000 previously provided by Staffordshire Moorlands DC to support work in their area has been returned on their request  See 2.5
	2.5 High staff turnover or loss of key staff	5	5	30	Succession plan in place  Annual Staff Satisfaction Surveys carried out and analysed, plus additional Temperature Check work during 2018  All staff involved in PMIF self-assessment	Ensure Succession Plan is embedded -annual review by Governance and Appointments Group  Ensure key areas for improvement from Staff Satisfaction Survey and PMIF process are included in Improvement Plan with appropriate actions.  Cross reference to actions in 1.5 and 2.4	GAG  Dir / COO	12  July 19  Nov 18	Annually  Annually (Survey)	Staff Satisfaction Survey discussed at team meeting, and taken to July board. Improvement in NPS.  Capacity within team is becoming heavily reduced due to two resignations and a vacant post, with no recruitment possible until after transfer to independence. Part-time temporary staff member recruited to provide short-term capacity
	2.6 Inadequate identification or understanding of target audiences	2	3	8	PBA process: desktop analysis and community engagement stages  Regular analysis of sub-regional statistics	Continue to ensure PBA community consultation is comprehensive. Ensure action plans are based on this.	IMM/ PBA Lead	8  Immediate	Ongoing	Ongoing
	2.7 Disengaged staff if impact of independence on individuals is perceived as unfair	5	4	25	Staff kept informed of progress towards independence  People's Committee Rep sits on IWG, concerns log, staff working group	Pensions meeting to take place in November, and meeting with SBC / Union	Dir / COO	15  Immediate	Ongoing	Pensions meeting and Union meeting taken place. Staff Working Group meeting regularly
	3.1 Poor budgetary control and financial reporting	1	5	6	Detailed annual budget and Four Year Financial Forecast in place and reviewed by Finance and Audit Group  Internal Controls in place and Host financial procedures	Annual detailed check of four-year figures (and staffing figures) to be carried out to avoid risk of error	FAG	6  Feb 19	Annually	5-year financial forecast produced, and modelling based on pension options compiled
3. Financial	3.2 Insufficient reserves policy	1	4	5	Reserves sufficient to cover redundancy liabilities	Formalise reserves policy, including developing a plan to build up reserves to enable SASSOT to respond to opportunities, or to meet initial costs of potential independence	FAG	5  Jan 19	Annually	Amendment to staffing structure from 01.04.19 has allowed for additional reserves to be built up to 31.03.22.  Reserves policy for post-independence needs to be agreed by Board

	3.3 Dependency on income sources	4	5	24	Four Year Financial Forecast allows for loss of up to three funding partners	Look at potential for income generation or additional partner funding to reduce % of total funding coming from Sport England	FAG/COO	24	Dec 19	Ongoing	South Staffordshire Council not funding SASSOT in 2019-20
	3.4 Rising costs	5	5	30	Four Year Financial Forecast reflects rising costs, as do reserves for Liabilities	Governance and Appointments Group to lead on investigation of pros / cons of various alternative arrangements and on presenting options to Board (link to 1.8)	GAG	30	Oct 19	Ongoing	Progress to independence underway, overseen by Independence Working Group with agreed project timeline. Decision regarding pension contributions made and financial forecast revised
4. Environmental or External	4.1 Relationship with funders	3	5	18	<b>Local Funders:</b> Agreements in place with funding partners, with six-monthly meetings  Impact Reports produced for funding partners; Annual Report produced, focusing on impact  Four Stakeholder Events to be delivered annually  <b>Sport England:</b> Programme requirements met	Produce and monitor log of support agreed for each funding partner  Consult funding partners ref preferred format for impact reporting  Full engagement with PMIF process and improvement planning	Dir / PM  IMM  Dir	18	Oct 18  Oct 18  Immediate	Quarterly  Annually  Ongoing	See 2.1. Indicative confirmation of SASSOT funding included in LA budgets provided by several LAs See 2.2  See 2.3
	4.2 Physical Activity and sport not a priority for funders, partners or stakeholders	3	4	15	Presentation to Leaders and Chief Executives demonstrating cross-cutting benefits of sport and physical activity  Continue to influence strategic leaders through relationship with Staffordshire Public Health	Follow up on presentation to Leaders and Chief Executives by arranging individual meetings where requested  Strengthen relationship with Stoke Public Health  Identify further opportunities to raise profile of sport and physical activity at a strategic level	Chair/Dir  PM  Dir/ Board	10	Oct 18  Mar 19  Immediate	Quarterly  Quarterly  Ongoing	See 1.2  Stoke Public Health currently going through major changes
5. Compliance	5.1 Non-compliance with legislation, regulations and standards	1	5	6	Governance and Appointments Group oversees Tier Three  Chief Operating Officer receives invites to and updates from Corporate Forum and disseminates information to team as appropriate  Host providing support ref GDPR, disseminated to Team. Paperwork / website updated	Standards' to be part of Round Table discussion with Sport England (PMIF process)  Gain Foundation Level of the Equality Standard for Sport by 31.03.19  Complete Diversity in Governance and Leadership Action Plan is signed off and continue to make use of support provided by Inclusive Boards	COO/ GAG  TBC  COO/ GAG	6	Feb 19 tbc  Mar 19  Dec 18	Annually  Annually  Annually	Good' Quest / PMIF rating achieved. Progressing through Tier 3 compliance for Together Active Sport England not currently requiring APs to achieve this  Action Plan signed off by Inclusive Boards March 19
	5.2 Not meeting reporting requirements	2	4	10	Processes for ensuring effective reporting for Sport England processes are well-established  PMIF process underway, with Strategy Advisory Group overseeing the process and project plan developed	Include responsibility for ensuring PMIF Improvement Plan is actioned into Strategy Advisory Group Terms of Reference, with reporting line to Board	SAG	5	Oct 18	Ongoing	Improvement Plan discussed at team meetings on a quarterly basis

Note 1: Unless stated otherwise, all Existing Control Procedures will continue

Note 2: Residual risk is an appraisal of the risk that will remain and cannot be fully eliminated following actions taken to mitigate risk

#### Abbreviations

AOM	Administrative Office Manager
COO	Chief Operating Officer
Dir	Director
FAG	Finance and Audit Group
GAG	Governance and Appointments Group
IMM	Insight and Marketing Manager
PBA Lead	Place-Based Approach Lead for a geographic area
PM	Partnerships Manager
SAG	Strategy Advisory Group
SID	Senior Independent Director

# Together Active Reserves Policy

## 1. Introduction

Together Active is a Charitable Incorporated Organisation (CIO) that works with other partners across Staffordshire and Stoke-on-Trent to increase levels of physical activity within the area. It is also one of a network of Active Partnerships which together cover the whole of England.

The majority of Together Active's funding comes from Sport England, with a number of local partners also contributing. As such Together Active is heavily reliant on grants and other funding which are awarded on a short term basis (often annually, and usually for no more than a three-year period).

## 2. The Need for a Reserves Policy

Together Active has identified the need for a robust Reserves Policy in order to:

- Manage short-term cash-flow issues such as the loss of one funding stream or a delay in a payment from Sport England
- Manage unforeseen costs or liabilities. By definition, these are hard to identify but may include for example legal fees or staff on long-term sick leave
- Manage the dissolution of the CIO should this be necessary, meeting all associated liabilities
- Ensure reserves are invested appropriately
- Allow business growth

Together Active takes active steps to ensure that a reduction in income can be managed within annual budgets and long-term financial forecasts. For example, given that Active Partnerships received a percentage reduction in their core funding from Sport England at the beginning of the last funding cycle (2018-21), a similar cut has been included in the financial forecasts for the next funding cycle. Similarly, a reduction in local funding partners has been included in the forecasts.

However, Together Active recognises that not all circumstances can be covered within annual budgets or long-term forecasts and therefore a certain level of reserves must be held to cover the possibility of larger or longer-term financial pressures.

By identifying the level of reserves required to meet the above, Together Active can mitigate the risk of a short-term interruption to the level of service provided, or of not being able to meet its financial obligations following a reduction in funding.

## 3. Definition of Reserves

Together Active's reserves can be defined under three headings:

### Restricted Reserves

This is grant funding which has been received and is held for future delivery within the grant period. This funding must be spent within the terms of the grant, normally on a specific project or work area. As an example, some Sport England grants are

awarded for an academic year period (September to August). These are normally received in September, and therefore a proportion of the grant will need to be carried into the next financial year in order to service the second part of the award period. These carry forwards are managed within the annual budgets and financial forecasts.

#### Unrestricted, Allocated Reserves

This is the amount of funding which the Together Active Trustees have agreed needs to be held to meet the situations outlined in section 2 above.

#### Unrestricted, Unallocated Reserves

This is any funding beyond the reserves mentioned above, and which is not allocated to expenditure within the current financial year. This can be invested back into the organisation and its delivery to support the organisation's growth.

### **4. The Level of Unrestricted, Allocated Reserves Required**

There is no legal requirement of charities to set reserves at a certain amount, nor is there a recommended approach. Each Board of Trustees should consider the needs of their own organisation and agree an approach which ensures sufficient Unrestricted, Allocated Reserves are held, while not holding more than is required and therefore reducing investment in the growth of the organisation

#### Redundancy Liabilities

Together Active's current reliance on Sport England's Primary Role funding is such that, should this be withdrawn then Together Active would be unable to continue its core operations and the Trustees would, in all likelihood, would take the decision to wind up the organisation.

Should this be the case, all staff that have worked continuously for Together Active (or its predecessor, SASSOT) for two or more years would be entitled to a redundancy payment. Sport England funding cannot be used for this, therefore Together Active must hold this amount taken from other partner funding, income etc.

See Appendix One for current figures.

#### Staff Notice Periods

Should any / all staff need to be made redundant, Together Active will give the statutory notice period to staff as follows:

- Continuous employment of 4 weeks or more but less than 2 years – one week
- Continuous employment of 2 years or more but less than 12 years – one week per complete year of service
- Continuous employment of 12 years or more – not less than 12 weeks notice

However, past experience has shown that when Sport England brings a funding stream to an end, they have so far always given Active Partnerships more than three months' notice of this.

Therefore, the Trustees consider that the risk of any notice period for programme staff not being able to be paid from programme funding is minimal and does not need to be included in the Unrestricted, Allocated Reserves.

For those staff paid from Sport England Primary Role funding and / or Partner Funding, Together Active should ensure that sufficient Unrestricted, Allocated Reserves are held to cover employment costs for a three month operational period.

See Appendix One for current figures.

#### Other Commitments

Together Active's delivery-related financial commitments, such as contracts with local activity deliverers, are covered by programme funding which Together Active receives up front. Therefore, should the organisation be wound up or a funding stream end, sufficient funding will be held within Together Active's annual operating budget to honour these commitments.

Together Active's operational-related financial commitments, such as leases on premises, utilities, service contracts etc. will be assessed on an individual basis once the details are confirmed, and will be added to the amount needed for Unrestricted, Allocated Reserves if it is unlikely they can be covered through existing budgets.

#### Short-Term Cash Flow Issues or Unexpected Costs / Liabilities

Should a short-term cash flow issue (up to three months) or minor unexpected cost occur (up to £20,000) which cannot be covered by the Unrestricted, Unallocated Reserves, then the Unrestricted, Allocated Reserves may be used to cover this. This will be discussed by the Finance and Audit Group and may be agreed provided that the means of returning the Unrestricted, Allocated reserves to their agreed total is identified at the time and will be implemented within a 12-month period.

As there is no way to predict larger unexpected costs or liabilities, Together Active will consider these within the context of the organisation's Risk Management Policy and Register and take reasonable steps to mitigate these risks.

### **5. Use of the Reserves for Other Expenditure**

Together Active's ambition is to grow the organisation over time. This will be detailed within the organisation's Strategy and Annual Delivery Plans. These will identify the funding required to achieve this and how this funding will be secured.

However, Together Active recognises that sometimes unexpected opportunities arise, and is committed to ensuring that the organisation is in a position to react in an agile manner to take advantage of these if appropriate.

Therefore, should this occur and there are not enough Unrestricted, Unallocated Reserves to cover these costs, then the use of part of the Unrestricted, Allocated Reserves will be considered.

Each case will be assessed on an individual basis. The Finance and Audit Group will prepare a recommendation for the Board based on weighing up the financial risk against the potential benefits, and prepare a plan detailing how the Unrestricted, Allocated Reserves will be returned to their agreed total within a reasonable timeframe. The Board will take the final decision on whether the Unrestricted, Allocated Reserves can be used in this way.

## **6. Investment of Reserves**

Section to be added in terms of cash flow and finance procedures to identify whether all / some of the Unrestricted, Allocated Reserves can be held within a Savings Account or needs to be held in the current account to cover cash flow issues when Sport England is late in paying a grant. This may depend on the nature of the savings account and whether there is a penalty for accessing funds

## **7. Review of this Policy**

This policy will be reviewed by the Finance and Audit Group on an annual basis.

The Finance and Audit Group will in particular review section 4 to ensure that the principles outlined in this section still meet the predicted needs of Together Active. Any amendments to the Policy will be discussed by the Board of Trustees before adoption.

The level of Unrestricted, Allocated Reserves required will also be reviewed and recalculated on an annual basis in line with annual budget setting, to take into account changes in redundancy entitlements and notice periods. The amount will be agreed by the Finance and Audit Group before being taken to the Board of Trustees for sign-off.

## **Appendix One – Unrestricted, Allocated Reserve Levels 2020-21**

As of 18.12.19, the expected redundancy liabilities of Together Active at 31.03.21 are **£148,099**

The expected costs of covering a three-month employment period for all non-programme staff at 31.03.21 are **£73,009**

Therefore the total Unrestricted, Allocated Reserves required by Together Active as of 31.03.21 are **£221,108**



## Report to the Board – Enclosure 03

Report Title	SASSOT Governance and Appointments Group Report
Date	21 <sup>st</sup> January 2020

Open Agenda item	X	
Private and Confidential Agenda item		By virtue of containing confidential information relating to:

Contact Officer	Name:	Malcolm Armstrong / Jane Kracke
	Tel:	01785 619187 (JK)

For Information	
For Decision	x

### 1. **Purpose of Report**

To update the Board on the following items as discussed at the Governance and Appointments Group meeting on 07.01.20:

- Trustee Recruitment
- Compliance with *A Code for Sports Governance*
- Together Active Board of Trustees: Working Procedures

### 2. **Report**

#### 2.1 **Trustee Recruitment**

##### Current Board Members

- As previously agreed, Malcolm Armstrong, Kimiyo Rickett and Pauline Walsh are already registered as First Trustees of Together Active
- Five other SASSOT Board members have confirmed their intention to transfer to Trustees of Together Active
- Two SASSOT Board members have confirmed their intention to step down at the point of transfer to Together Active; Angela Dale is coming to the end

of her maximum term as a Board Member and Ian Kelsall is stepping down due to other commitments

- We are awaiting final confirmation from two other Board members, so Together Active will have between two and four vacancies for Trustees

#### Skills Audit

- Based on the skills audit completed by SASSOT Board members during 2019, key skills gaps are as follows:
  - Human Resources (especially employment law)
  - Business / commercial management and income generation
  - Understanding of legal considerations as they relate to the work of the organisation
  - Accounting and audit
- The group decided that the two biggest priorities would be business / commercial management and income generation, and accounting and audit, as it was felt that HR and legal experience could be bought in as and when needed. These priorities will be highlighted in the recruitment pack

#### Recruitment

- The following recruitment plan was agreed
  - 31.01.20 Recruitment pack approved by GAG
  - 05.02.20 Vacancies live on all identified sites
  - 28.02.20 Deadline for applications
  - 03.03.20 Shortlisting
  - 10.03.20 Interviews
- Once the recruitment pack is agreed, Board members will receive a copy. Board members are asked to use their networks to help identify potential applicants and to encourage them to apply

#### Trustee Screening

- The draft Trustee Screening Policy and associated documents was approved by the group. These are attached as Appendix 1
- Following the recruitment process, potential trustees will be asked to do the following in order to assess their suitability:
  - Provide the names and contact details of two Referees (and the names and contact details of additional referees should either of the initial two fail to provide a reference)
  - Complete a Declaration of Good Character
  - Complete a Declaration of Interests
  - Sign up to the Trustee Code of Conduct
- ***Recommendation: That the Board agrees to adopt the Trustee Screening Policy and associated documents***

## **2.2 Compliance with A Code for Sports Governance**

- All organisations that receive funding from Sport England or UK Sport are required to comply with *A Code for Sports Governance* at the appropriate level
- Active Partnerships are required to comply with Tier Three of the Code, and SASSOT achieved this in September 2018
- Sport England will require Together Active to comply with the majority of Tier Three requirements shortly after the organisation becomes operational, with the remaining requirements being met as soon as practicable
  - The Governance and Appointments Group will oversee this work
  - A Tier Three action plan has been produced, outlining actions and timescales against each of the criteria
- As part of Tier Three compliance, Boards are required to conduct an annual self-review and to commission an external review of Board effectiveness every four years. SASSOT was last externally reviewed in May 2017 and conducted a self-review in 2019. Sport England has confirmed that Together Active won't need to self-review in 2020, and that the external review can be postponed until May 2022 in view of the transition the organisation will have gone through.

### **2.3 Together Active Board of Trustees: Working Procedures**

- Together Active's Constitution has been based on the template provided by the Charity Commission
- Because of this, a lot of the operational content contained within the SASSOT Constitution isn't included in the Together Active Constitution and has therefore been put into a 'Working Procedures' document which is designed to be read / implemented alongside the Constitution. This was approved by the group, and is included as Appendix 2
- ***Recommendation: That the Board agrees to adopt the Board of Trustees: Working Procedures***

## **Trustee Screening Policy**

Together Active operates with integrity and transparency firmly at the forefront across all areas of its business. A key part of this is to ensure that no individual is appointed as a Trustee until they have demonstrated their good character.

Following a robust and fair recruitment process, focusing on the skills gaps within the Board, potential Trustees will be asked to do the following in order to assess their suitability:

- Provide the names and contact details of two Referees. Together Active requires a minimum of one reference, so may ask for the names and contact details of additional referees should both of the initial two fail to provide a reference
- Complete a Declaration of Good Character
- Complete a Declaration of Interests
- Sign up to the Trustee Code of Conduct

The Governance and Appointments Group will assess the information provided within these documents and, should they be satisfied that the potential Trustee is of good character, they will recommend to the Board that the potential Trustee is appointed to the Board.

Upon appointment, the Trustee will be required to complete a Trustee Eligibility Declaration for the Charity Commission, and to provide the details of any other Charities of which they are Trustees.

## **Declaration of Good Character** **for Together Active Trustees**

### **Introduction**

Together Active operates with integrity and transparency firmly in mind across all areas of its business. A key part of this is to ensure that no individual is appointed as a Trustee until they have provided a declaration of good character. This declaration asks factual questions which will demonstrate the integrity of the individual.

### **Declaration**

I, ....., declare that:

1. I am / am not\* subject to a sanction, suspension, ban or other form of disqualification from, or in connection with, my involvement in: (i) the administration of sport; (ii) sport as a participant; and/or (iii) work as a sports agent / intermediary / other representative, in each case by any sports governing body (or similar body);
2. I am / am not\* subject to a sanction, suspension or ban or other form of disqualification or striking-off by a professional body (including, but not limited to, the Solicitor's Regulation Authority, Bar Council, the Institute of Chartered Accountants or equivalent bodies in other jurisdictions);
3. I do / do not\* have an unspent conviction by a court of competent jurisdiction anywhere in the world in respect of any offence involving fraud, dishonesty, corruption, perverting the course of justice or which constitutes a serious breach of the Companies Act 1985 or Companies Act 2006;
4. I am / am not\* required to notify the police of personal information in accordance with the Sex Offenders Act 2003 or equivalent legislation in any other jurisdiction nor have I been included on the Violent and Sex Offender Register or equivalent register in any other jurisdiction;
5. I am / am not\* subject to a disqualification order as a director of a company and there are no other circumstances which could result in me being prohibited by law from being a director of a company;
6. I have / have not\* been disqualified from acting as a charity trustee, been removed from serving as a charity trustee or been stopped from acting in a management position within a charity;
7. I am / am not\* subject to a bankruptcy order, an individual voluntary arrangement, debt relief order, Bankruptcy Restriction Order, Interim Bankruptcy Restriction Order, administration or enforcement restriction order or any arrangement in any other jurisdiction that has substantially similar effect;
8. I am / am not\* subject to any pending or threatened investigation, legal proceedings or actions conducted by the police, government agency or body, professional body, sports governing body or other competent authority in respect of any matters set out in this declaration.

I declare that the contents of this declaration and any other information I have given or will give in connection with any of the above declarations, are (and when given, will be) true, complete and accurate to the best of my knowledge, information and belief.

I understand my obligation to notify Together Active (via the Chair or Senior Independent Director) in the event that any of the above information proves to be or becomes inaccurate or misleading.

\*delete as appropriate

Signed: .....

Name: ..... Date: .....

Note: Answering any of the above in the positive may not necessarily bar an individual from becoming a Trustee. In this situation, Together Active will consider the responses and if appropriate seek further information in order to make an informed decision about whether the individual is suitable to sit on the Board.

**How we use your personal information**

The information you have provided will be used by Together Active to make an initial assessment of your suitability to become a Trustee.

We will keep this information safe and secure for the period that you are a Trustee for Together Active, and for six months beyond that point, after which point your details will be destroyed. For more information please see the Privacy Policy on our website

**Declaration of Interests Policy**  
**For Together Active Trustees**

**1. Introduction**

The public is entitled to expect the highest standards of professionalism, honesty and integrity from all Trustees.

**2. Personal Interests**

- i. It is important that Trustees act fairly and objectively in making decisions and that there can be no reasonable suspicion that actions have been taken to favour themselves, their relatives or friends. This is designed to protect Trustees and Together Active from any such suspicion.
- ii. A Trustee has a personal interest in a matter for the purpose of this Policy where a decision on the matter by the Board would be regarded by a reasonable person as affecting either the Trustee or a relative or friend of the Trustee to a materially greater extent than it would affect other inhabitants of the sub-region.
- iii. A Trustee must not in their official or personal capacity allow their personal interests to conflict with their role as a Trustee.
- iv. A Trustee must not use their position improperly to confer an advantage or disadvantage on any person.
- v. Where a Trustee has a personal interest in any matter, which is for consideration or determination by the Board, they should inform the Chair and declare the interest to the Chair who will record the interest in a register kept for that purpose.
- vi. The Register of Trustees' Interests will be confidential and will not be open for public inspection but the entries may be revealed in the event of a complaint or enquiry concerning the particular matter.
- vii. Where a Trustee has a personal interest in a matter, which is for consideration or determination by the Board, they must take no part in the processing, consideration or determination of the matter and must not seek to influence, in any way, any person involved in the processing, consideration or determination of the matter.
- viii. When a Trustee has a relationship of a business or private nature with a contractor who has, or is, bidding for business with Together Active, the Trustee should declare that relationship to the Chair. This applies even if the relationship would not amount to a personal interest. The Chair will record the declaration in the Register of Trustees' Interests. Where such a relationship exists the Trustee should take no part in the awarding, administration or supervision of a contract involving the contractor.

### **3. Hospitality**

- i. Trustees should only accept offers of hospitality if there is a genuine need to impart information or represent Together Active within that sphere. Offers to attend purely social, sporting, or any other functions, as a Trustee, should be accepted only in circumstances where the nature of the event would give rise to an expectation that Together Active would be represented.
- ii. Where the person offering the hospitality has a current matter with Together Active for consideration or determination or where they are a contractor who might be expected to compete for Together Active business the presumption should be against accepting offers of hospitality.
- iii. Hospitality offered during attendance at conferences and courses may be accepted where it is clear the hospitality is corporate rather than personal and where the Trustee is satisfied that no suspicion could arise that advantage was being sought in any current or future procurement or other decisions. (For the purposes of this policy, Hospitality does not include refreshments, meals or accommodation offered as standard to all attendees or included within the attendance price at any conferences, courses or meetings).
- iv. All hospitality should be reported to the Chair who will record it in the register kept for that purpose. The Trustees' Hospitality Register will not be confidential and will be available for public inspection.
- v. When hospitality has to be declined those making the offer should be courteously but firmly informed of the procedures and standards operating within Together Active.
- vi. Trustees must not accept personal gifts in the course of or arising out of their Trustee duties. This does not apply to items of token value such as pens, diaries, calendars, etc; where these are offered with no expectation of advantage.



**Together Active Logo**

**Declaration of Interests Form for**

**Together Active Trustees**

**1. Introduction**

Good governance requires that Together Active has systems in place to identify and consider potential conflicts of interest.

In compliance with best practice therefore, you are asked to complete this form with all relevant information, as completely and accurately as possible based on all available knowledge at the time of completion.

Please note that the form extends to immediate family (spouse/partner, children, siblings and parents).

Please note also that this Declaration of Interests is expected to be completed annually, and that any additional interests that may arise during the course of activities should be formally declared and noted appropriately.

**2. Contractual relationships with Together Active (or SASSOT)**

Please provide full details of any contractual relationships with Together Active or SASSOT which are current or have expired in the last five years.

Self or Immediate Family	Name of Organisation	Nature of Involvement	Current or Expired

**3. Other Board memberships, Trusteeships or offices held with organisations, companies or un-constituted groups whose main interests are Sport or Physical Activity**

Please provide full details of any current memberships, employment or other involvement or any that have expired within the last five years.

Self or Immediate Family	Name of Organisation	Nature of Involvement	Current or Expired

**4. Work or involvement with Government agencies or departments (other than those which might be declared through section 2 above or section 5 below)**

Please provide full details of any employment or other involvement or any that have expired in the last five years.

Self or Immediate Family	Name of Organisation	Nature of Involvement	Current or Expired

**5. Work or involvement with potential and actual clients of Together Active or SASSOT e.g. Local Authorities, Education, Health, NGBs or other providers**

Please provide full details of any employment or involvement or any that have expired in the last five years.

Self or Immediate Family	Name of Organisation	Nature of Involvement	Current or Expired

**6. Professional and commercial interests**

These would include interests in or contracts with companies or organisations providing services, plus interests in companies, that have or are attempting to provide any commercial arrangement with Together Active.

Please provide details of any involvements that are current or have occurred in the last five years.

Self or Immediate Family	Name of Organisation	Nature of Involvement	Current or Expired

**7. Any other matters not covered but require disclosure, including gifts:**

Please provide full details of any additional interests not covered elsewhere in this declaration but which you adjudge to have potential interest and therefore potential conflict in relation to any area of work with Together Active. This may include gifts received as a direct consequence of your involvement with Together Active that may or may not have a financial value.

## 8. Declaration

I confirm that to the best of my knowledge and belief the information given above is correct and complete.

I undertake to update this record if and when any changes take place.

Name in full: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### How we use your personal information

The information you have provided will be used by Together Active to ensure that any interests declared are not able to conflict with your role as a Together Active Trustee

We will keep this information safe and secure for the period that you are a Trustee for Together Active, and for six months beyond that point, after which point your details will be destroyed. For more information please see the Privacy Policy on our website

## **Code of Conduct** **for Together Active Trustees**

Together Active's values underpin everything we do as a Board and as individuals. We believe that by using these values to guide our decisions and actions, we will be best placed to achieve our vision of *Everyone More Active More Often*.

As a Trustee for Together Active, I will respect and uphold these values:

<b>Integrity</b>	This is our foundation; we will work openly, honestly and sincerely, showing respect and sharing our passion for what we do
<b>Inclusive</b>	Actively accessible to all, whilst putting the individual at the heart of what we do
<b>Collaborative</b>	Drawing on our strengths and those of others, brokering, enabling and influencing for positive results
<b>Ambitious</b>	Committed to excellence and continually improving our services through innovation and creativity
<b>Objective</b>	Making informed decisions for the benefit of the local population, based on robust evidence
<b>Purposeful</b>	Having clearly articulated goals underpinned by appropriate insight and action
<b>Accountable</b>	Owning decisions and delivering on promises individually and collectively

### **GENERAL**

- I will act within the Constitution of Together Active and the law, and abide by the policies and procedures of the organisation. This includes having a knowledge of the contents of the Constitution and relevant policies and procedures.
- I will support the vision and mission of Together Active, championing them, using any skills or knowledge I have to further them and seeking expert advice where appropriate.
- I will be an active Trustee, making my skills, experience and knowledge available to Together Active and seeking to do what additional work I can outside of Board meetings, including sitting on sub-committees.
- I will respect organisational, Board and individual confidentiality, while never using confidentiality as an excuse not to disclose matters that should be transparent and open.
- I will develop and maintain a sound and up-to-date knowledge of Together Active and its environment. This will include an understanding of how Together Active operates, the social, political and economic environment in which it operates and the nature and extent of its work.
- I will use Together Active's resources responsibly, and when claiming expenses will do so in line with Together Active procedures.
- I will seek to be accountable for my actions as a Trustee of Together Active, and will submit myself to whatever scrutiny is appropriate.
- I accept my responsibility to ensure that Together Active is well run and will raise issues and questions in an appropriate and sensitive way to ensure that this is the case.

### **MANAGING INTERESTS**

- I will not gain materially or financially from my involvement with Together Active unless specifically authorised to do so.

- I will act in the best interests of Together Active as a whole, and not as a representative of any group – considering what is best for Together Active and its present and future beneficiaries and avoiding bringing Together Active into disrepute.
- Unless authorised, I will not put myself in a position where my personal interests conflict with my duty to act in the interests of the organisation. Where there is a conflict of interest I will ensure that this is managed effectively in line with Together Active policy.
- I understand that a failure to declare a conflict of interest may be considered to be a breach of this code.

## **MEETINGS**

- I will attend all appropriate meetings and other appointments at Together Active or give apologies. I understand that I am expected to attend 75% of formal Board meetings during a calendar year.
- If I cannot regularly attend meetings I will consider whether there are other ways I can engage with Together Active.
- I will prepare fully for all meetings and work for the organisation. This will include reading papers, querying anything I do not understand, thinking through issues before meetings and completing any tasks assigned to me in the agreed time.
- I will actively engage in discussion, debate and voting in meetings; contributing in a considered and constructive way, listening carefully, challenging sensitively and avoiding conflict.
- I will participate in collective decision making, accept a majority decision of the Board and will not act individually unless specifically authorised to do so.

## **GOVERNANCE**

- I will actively contribute towards improving the governance of the Board, participating in an induction and training and sharing ideas for improvement with the Board.
- I will help to identify good candidates for becoming a Trustee at Together Active and, with my fellow Trustees, will appoint new Trustees in accordance with agreed selection criteria.

## **RELATIONS WITH OTHERS**

- I will endeavour to work considerately and respectfully with all those I come into contact with at Together Active. I will respect diversity, different roles and boundaries, and avoid giving offence.
- I recognise that the roles of Trustees and staff of Together Active are different, and I will seek to understand and respect the difference between these roles.
- I will seek to support and encourage all those I come into contact with at Together Active. In particular I recognise my responsibility to support the Chair and senior staff members.
- I will not make public comments about the organisation unless authorised to do so. Any public comments I make about Together Active will be considered and in line with organisational policy, whether I make them as an individual or as a Trustee.

## **LEAVING THE BOARD**

- I understand that substantial breach of any part of this code may result in procedures being put in motion that may result in my being asked to resign from the Board.
- Should this happen I will be given the opportunity to be heard. In the event that I am asked to resign from the Board I will accept the majority decision of the Board in this matter and resign at the earliest opportunity.
- If I wish to cease being a Trustee of Together Active at any time, I will inform the Chair in advance in writing, stating my reasons for leaving.

Signed .....

Name .....

Date .....

### **Trustee Reference Request**

[Name of potential Trustee] has applied to become a Trustee of Together Active and has provided your name as a referee.

Please could you provide the following information:

Full Name:

Contact Telephone Number:

How long have you known the applicant?

In what capacity have you known the applicant?

Do you believe the applicant to be suitable to take on the role of Trustee for Together Active?

Please comment on your knowledge of the applicant's character as follows:

Selflessness – Can they act solely in terms of the best interests of the organisation?	
Integrity – Can they avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work? Can they avoid acting or taking decision in order to gain financial or other material benefits for themselves, their family or their friends? Do they declare and resolve any interests and relationships?	
Objectivity – Can they act and take decision impartially, fairly and on merit, using the best evidence and without discrimination or bias?	
Accountability – Are they accountable for their decisions and actions and do they submit themselves to the scrutiny necessary to ensure this?	
Openness – Do they act and take decision in an open and transparent manner?	
Honesty – Are they truthful and honest?	

<p><b>Leadership</b> – Do they actively promote and robustly support the above principles, and are they willing to challenge poor behaviour when it occurs? Do they display strong leadership skills even under challenging circumstances?</p>	

Based on The Seven Principles of Public Life ('The Nolan Principles')

Please return this form to [name]

Via email: [email address]

### **How we use this personal information**

The information you have provided will be used by Together Active to make an initial assessment of the named individual's suitability to become a Trustee.

We will keep this information safe and secure for the period that the named individual is a Trustee for Together Active, and for six months beyond that point, after which point this information will be destroyed. For more information please see the Privacy Policy on our website.



**Together Active**  
**Board of Trustees**  
**Working Procedures**

## **Note – these Working Procedures of the Together Active Board of Trustees are to be read alongside the Together Active Constitution**

### **1. Introduction**

- 1.1 Together Active is governed by a voluntary Board of Trustees which is supported by a number of voluntary Board sub-groups. The day-to-day delivery of Together Active's strategy is undertaken by a team of paid staff.
- 1.2 Together Active currently receives funding for the delivery of its Strategy and Annual Delivery Plans from Sport England (currently the primary funder) and a number of local partners
- 1.3 This reflects the current funding arrangements at the time of writing and is expected to be responsive to changes in circumstances as the need arises in order to secure funding from appropriate stakeholders who can best contribute to the delivery of our Vision whilst maximising the impact of resources on local communities. An up-to-date list of funding partners is maintained on the Together Active website
- 1.4 All local funding partners are expected to sign up to a personalised Partnership Agreement outlining the support Together Active will provide towards achieving shared objectives
- 1.5 The Board will ensure that Together Active's governance meets the requirements of Tier Three of A Code for Sports Governance and continues to meet the requirements set out in that Code, including an annual evaluation of skills and performance, with an external evaluation every four years.

### **2. The Board of Trustees**

- 2.1 The purpose of the Board is to:

Provide leadership	To provide inspiration, vision and clear direction to Together Active
Provide strategic direction	To be responsible for agreeing the strategic direction of Together Active based on intelligence and insight
Be the ultimate decision-making body of the organisation	To exercise all of the powers of the organisation, ensuring that key decisions are made in a timely manner based on sufficient information and consideration
Ensure effective governance	To ensure the Board complies with Tier Three of A Code for Sports Governance
Scrutinise the effectiveness of the organisation	To retain an overview of the operation of the organisation, scrutinising effectively as required.
Uphold and protect the Values	To ensure behaviours comply with, and decisions are made in line with the values of Together Active
Act collectively in the best interests of Together Active	To declare interests where appropriate and work together as a Board in the best interests of Together Active.
Provide advocacy and attract additional	Trustees should be staunch advocates for Together Active and where appropriate and/or feasible should assist in

resources	developing a resource base for the partnership.
Ensure equality	To ensure the Board and Organisation are committed to working proactively to ensure equality. To ensure the Board has appropriately diverse membership.

- 2.2 The Board will ensure that Together Active's governance meets and continues to meet the requirements of Tier Three of *A Code for Sports Governance*, including an annual evaluation of skills and performance, with an external evaluation every four years.

### **3. Membership**

- 3.1 As outlined in the constitution, the Board will comprise a minimum of three and not more than 12 Trustees.
- 3.2 Trustees will be appointed to provide the Board with an appropriate range and balance of skills, knowledge, equality and diversity to fulfil and discharge its responsibilities, based on the Board's skills matrix which is reviewed annually.
- 3.3 The role of Trustees is voluntary and no Trustee shall receive any remuneration other than reasonable out-of-pocket expenses for any Trustee duties.
- 3.3.1 A Trustee may enter into a contract for the supply of services to Together Active where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011. For further details please refer to the Together Active Constitution
- 3.4 No Together Active employees shall be appointed to the Board unless this is in an Ex Officio capacity.
- 3.5 Trustees (other than co-opted – see below; or the First Charity Trustees – see the Constitution) will hold office for a term of three years. After three years Trustees who wish to continue their service can seek re-election via a Board decision, but can serve no more than three, three-year terms in total.
- 3.6 Once a Trustee has served their maximum term (nine years of continuous service), at least four continuous years must elapse before they are eligible to be appointed as a Trustee again.
- 3.7 In exceptional circumstances (for example to assist succession planning) a Trustee may hold office for a further year.
- 3.8 If a Trustee steps down after less than the maximum term of nine years, then seeks re-election, any period off the Board of less than four continuous years will count as service on the Board, when calculating the maximum term served.
- 3.9 No individual shall be appointed as a Trustee unless he or she has provided to the organisation a declaration of good character and other information as outlined in the Together Active Trustee Screening Policy

- 3.10 The Board or Nomination Committee shall inform Sport England of any appointment process being carried out by the organisation in relation to:  
(A) any Trustees; and  
(B) the Director, CEO or equivalent;  
and shall permit Sport England to observe any such process.

#### **4. Equality and Diversity**

##### **4.1 Diversity Statement**

“Together Active will recruit and engage people with appropriate diversity, independence, skills, experience and knowledge to take effective decisions that help us achieve our vision.

Together Active is committed to ensuring that our Trustees and our Leadership are fully reflective of the diverse communities that we serve, and able to represent the views and needs of these communities.”

- 4.2 A target of a minimum of 30% of each gender has been adopted for Trustee membership and appropriate action will be taken to achieve and maintain this. If 30% of the membership is not a whole number, the number of people will be rounded up.
- 4.3 Additionally, the organisation will demonstrate a strong and public commitment to progressing towards achieving gender parity and greater diversity generally on its Board including but not limited to Black, Asian, minority ethnic (BAME) diversity and disability, to ensure the Board is best able to represent the diverse communities it serves.

#### **5. Board Positions**

- 5.1 The Board will include the positions of Chair and Senior Independent Trustee.

##### **5.2 Chair**

- 5.2.1 The Chair will carry out the duties as set out in the role description for the post.
- 5.2.2 The position of Chair is a voluntary position and the Chair does not receive any remuneration other than reasonable out-of-pocket expenses. The role of Chair shall never be held by a member of paid staff.
- 5.2.3 The Chair is a Trustee and will count towards the total number Trustees as set out above.
- 5.2.4 The Chair is not directly responsible for the day-to-day management of Together Active.
- 5.2.5 The Chair shall proactively address and manage conflicts of interest among Trustees.

- 5.2.6 The Chair will hold office for a term of three years. After three years they can seek re-election via a Board decision, but can serve no more than three, three-year terms in total.
- 5.2.7 In the event of a vacancy for the role of Chair, the Governance and Appointments Group will act as the Nomination Committee and will recruit the Chair through a publicly advertised, open recruitment process and recommend a candidate for approval by the Board. If no suitable applications are received, after two attempts to recruit, the Board will elect a Chair from existing Trustees.
- 5.3 **Senior Independent Trustee**  
The Chair is supported by the role of Senior Independent Trustee – a form of Vice Chair, who will be elected by the Board from existing Trustees and who will carry out the duties as set out in the role description for the post.
- 5.4 **Nominated Trustees**  
The Local Authorities serving the area of Staffordshire and Stoke-on-Trent may be invited to appoint a total of up to four Trustees to represent them (for example, Councillor, Public Health Senior Officer, Chief Executive and Strategic Lead for Leisure representatives or equivalents). For further details see the Constitution.
- 5.5 **Ex-Officio Trustees / Board Members**  
Nominated Trustees, and any non-voting associate members that hold a position on the Board by virtue of the office they hold (such as the Director and Chief Operating Officer, see section 17 of the Constitution) will be classed as Ex-Officio and will only hold their position on the Board for as long as they hold their position of office.
- 5.6 **Co-opted Members**
- 5.6.1 In exceptional circumstances an individual may be co-opted onto the Board if this is necessary to ensure that the Board has the skills and/or experience necessary to fulfil its role.
- 5.6.2 A co-opted Board Member is one that is temporarily appointed as such by the Board outside of the customary appointment process.
- 5.6.3 Co-opted members will serve as such for no more than 12 months.
- 5.6.4 At the time of appointment the Board will document the reasons for this appointment and determine the co-opted member's voting rights.
- 5.6.5 A Co-opted Member will not normally be registered as a Trustee of the Board
- 5.7 **Leads or Champions**  
Individual Trustees may from time to time take on specific roles such as Sub Group Leads or Champions of a specific theme or piece of work
6. **Personal Responsibilities of Trustees**  
All Trustees will be expected to conform with the following:

Duty of Compliance	Trustees are expected to comply with Together Active's constitution, policies and strategy
Duty of Care	Trustees are expected to act reasonably and prudently in all matters relating to Together Active and its long-term interest.
Duty to promote openness and debate	Trustees are expected to enable an environment that encourages transparency and where debate is encouraged. When those opinions may differ, they will be respected.
Duty to protect the organisation	Trustees have a duty to protect all the resources belonging to Together Active by ensuring effective management systems are in place e.g. financial controls, risk register etc. Trustees have a duty to protect the organisation's reputation and intellectual property.
Duty to act in the best interests of the public	As Together Active is financed through public money Trustees have a responsibility to act in the best interests of the public as a whole. They have a responsibility to avoid conflicts of interest especially when they involve financial transactions.
Duty to abide by Together Active's Code of Conduct	Trustees will ensure that they abide by Together Active's Code of Conduct for Trustees to ensure that the highest personal standards are observed at all times.
Personal Interests	No Trustee shall participate in discussions, or vote in response of a matter in which they have a material interest.
Personal Liability	<p>Although any legal proceedings initiated by a third party are likely to be brought against the Organisation, in exceptional cases civil, or in certain cases, criminal, proceedings may be brought against a Chair or other individual Trustee. For example, a Trustee may be personally liable if he or she makes a fraudulent or negligent statement, which results in loss to a third party. Trustees who misuse information gained by virtue of their position may be liable for breach of confidence under common law or may commit a criminal offence under insider dealing legislation.</p> <p>However, the Government has indicated that individual Trustees who have acted honestly, reasonably, in good faith and without negligence will not have to meet, out of their own personal resources, any personal civil liability, which is incurred in execution or purported execution of their Board functions. Together Active indemnifies its Trustees against legal proceedings brought against them personally in execution of their Board duties, provided they have acted in accordance with this paragraph.</p>

## 7. Board Meetings

- 7.1 Decisions can only be taken if a meeting is quorate. The quorum is three Trustees or the number nearest to one half of the total number of trustees,

whichever is greater, or such larger number as the Trustees may decide from time to time.

7.1.1 Trustees can take part in a meeting by electronic means (see section 15.4 of the Constitution for more details) and be counted as being in attendance

7.1.2 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which they are not entitled to vote

7.1.3 Wherever possible decisions should be reached by consensus. If this is not possible then a majority vote (of those eligible to vote) will decide the issue. In the event of a tied vote the Chair of the meeting will have the casting vote. (This excludes decisions to amend the Constitution; to amalgamate Together Active with, or transfer its undertaking to, one or more other CIOs; to wind up or dissolve Together Active. In these cases please refer to section 18 of the Constitution)

7.1.4 Deputies are permitted in an observer capacity but will not be allowed to vote. Proxy votes are not permitted.

7.2 The Board will meet a minimum of four times per year. Additional Board meetings may be required when circumstances dictate.

7.3 Trustees are expected to attend 75% of formal Board meetings during a calendar year, failure to do so may result in the Trustee being asked to step down. Additionally, if a Trustee is absent without the permission of the other Trustees from all their meetings held within a period of six months, the trustees may resolve that his or her position is vacated

7.4 Agenda items will be submitted to the Chair at least 14 working days before the meeting.

7.5 The agenda and supporting items will be circulated to the Board seven days in advance of the meeting.

7.6 Exceptional items will only be accepted at the meeting with the agreement of the Chair.

7.7 Standing agenda items will be:-

- Declaration of Interests
- Minutes / Actions of the previous meeting
- Financial Report
- Annual Delivery Plan progress report
- Risk Management
- Actions and decisions taken by the Chair, other delegated Trustees or any sub group

7.8 The Board will maintain a proper record of their meetings and decisions, normally in the form of minutes and associated papers which will be published on the Together Active website.

## **8. Sub Groups**

- 8.1 The Board may establish sub groups as required and delegate authority, responsibility and tasks, as appropriate.
- 8.2 Any sub group established shall have clear terms of reference specifying the responsibilities and any powers delegated to the sub group, which shall be agreed by the Board.
- 8.3 Any sub group established shall maintain a proper record of meetings and decisions.
- 8.4 The sub groups will include Groups with a remit to act as an Audit Committee and a Nomination Committee. This will be clearly stated in the Terms of Reference of the relevant Group(s).

## **9. Staffing**

- 9.1 The staff are directly managed on a day-to-day basis by the Director.
- 9.2 Staffing levels are dictated by the resources available and are reviewed on a regular basis.
- 9.3 Minor amendments to the staffing structure are implemented and managed by the Director. Substantial changes to core staffing must be approved by the Board.
- 9.4 The Board may engage and manage staff in exceptional circumstances (subject to relevant employment regulations)
- 9.5 The Board will delegate responsibility to the Director to manage the day-to-day implementation of the Strategy and Annual Delivery Plan.
- 9.6 The Chair or Senior Independent Trustee will undertake Personal Development Reviews with the Director
- 9.7 Trustees should make themselves available to provide support and expertise to the team should the need arise as determined by their individual skills and experience.

## **10. Finance**

- 10.1 The Board will agree a long-term financial forecast for Together Active of four years minimum, progress against which will be scrutinised on a quarterly basis by the Board.
- 10.2 Together Active will maintain an accurate and up-to-date record of all funding partners and ensure all partners have signed partnership agreements.
- 10.3 Together Active will operate within the Conditions of Grant attached to the award monies from Sport England and other funders, and within the parameters of the Partnership agreements signed by local funding partners.
- 10.4 Together Active will produce and publish annual audited accounts.



10.5 Together Active will retain sufficient reserves to cover known liabilities.

## **11. Review of Constitution**

11.1 The Board will review the Constitution on an annual basis.

11.2 Any alterations to the Constitution will be made in line with Section 28 of the Together Active Constitution

## **12. Dissolution**

10.1 If dissolution is agreed through the process outlined in section 29 of the Constitution, after discharging all debts, liabilities and re-paying claw back relating to Sport England funding and any other grants, any remaining assets shall be paid or distributed amongst the remaining funding partners in place at the time of dissolution. This will be on a pro-rata basis, calculated according to their overall contribution to Together Active in the last 12 months. The assets should continue to be used in furtherance of Together Active's vision.

## Report to the Board – Enclosure 04

Report Title	Director and Chief Operating Officer Report
Date	21 <sup>st</sup> January 2020

Open Agenda item	X	
Private and Confidential Agenda item		By virtue of containing confidential information relating to:

Contact Officer	Name:	Jude Taylor / Jane Kracke
	Tel:	01785 619299 / 01785 619187

For Information	X
For Decision	

### 1. **Purpose of Report**

To update the Board on the following:

- PMIF Improvement Workshop
- Funding Partner Update
- Sport England – Shaping our Future Strategy
- Staff / Board Away Days 2020
- Staffing
- The work of the team (via the Annual Delivery Plan Dashboard)

### 2. **Recommendation(s)**

- None

### • **Executive Summary**

Key headlines from the last quarter include:

- The next stage in the PMIF (Performance Management and Improvement

Process) is an Improvement Workshop later this year

- Funding for 2020-21 has been confirmed by five Local Authority partners
- Sport England have shared the timetable for the development of their next strategy
- Staff / Board Away Days are planned for 15.02.20 and 14.07.20
- Marie Jenkins has joined the team as a temporary Project Officer
- The Annual Delivery Plan and Dashboard have been updated, with the majority of work areas / actions Green

### 3.1 **PMIF (Performance Management and Improvement Framework) – Improvement Workshop**

- Sport England has now confirmed the next phase of the PMIF process
- The Directional Review element of the PMIF will now be referred to as an Improvement Workshop. Sport England will be using facilitators (not assessors) for these sessions and there will be no individual scoring for this specific stage of the PMIF. Workshops will take place between Mid-March to Mid-July 2020 (we have requested a July date).
- The format of the day will be as follows:

<b>Improvement Workshop Format</b>		
Morning (2 hours)	Improvement work, reflecting on progress made against strategic priorities and improvement plan. Discussing progress / impact, challenges, learning and next set of priorities.	AP Colleagues Facilitator SE/APnt AP Peer (voluntary)
Lunch Break (45 mins)		
Afternoon (up to 3 hours)	Deep dive into a <i>single</i> topic of your choice which you want to spend time discussing, understanding the topic, impact and planning the next phases of work in this area.	AP Colleagues Facilitator SE/APnt Topic Peers (4 max)

- A member of the Sport England Active Partnership team and/or the Active Partnership national team will be in attendance. The facilitator and an Active Partnership colleague will co-produce a one-page summary of the day, to include; strengths, challenges, priority actions, areas for sharing and how we are recognising and capturing impact.
- We plan to use the deep dive session look to review our existing Strategy and help shape the development of the future document.

### 3.2 **Funding Partner Update**

- We have now secured in-principle funding agreements for 2020/2021 from the following Local Authority partners:
  - Staffordshire County Council
  - Staffordshire Moorlands District Council
  - Cannock Chase Council
  - Lichfield District Council
  - East Staffordshire Borough Council (subject to full Council approval)
- We are working with Newcastle Borough Council and Stoke-on-Trent City Council to understand their future position. As you may recall, as part of our

financial forecast we had projected three funding partners withdrawing investment over the remainder of this funding cycling, to date one has chosen to do so (South Staffordshire District Council).

- University Partner contributions are calculated on the academic year and both are agreed for 20/21.

### **3.3 Sport England – Shaping our Future Strategy**

- Sport England have shared their proposed timetable for the development of their next Strategy (2021-2024):
  - **Holding conversations - Sep 2019 to Jan 2020**  
Open conversations to explore the future of sport and physical activity and the role of Sport England.  
  
Listening to a diverse range of voices from across the country to reflect on what we are all seeing and learning, and to shape the big ideas for the future
  - **Capturing the big ideas - Jan 2020 to Mar 2020**  
We will gather up what we learn through our conversations. We will also reflect on what we have learnt through research and evaluations as well as 'horizon scanning'.  
  
We will then publish an outline of the emerging big ideas as a framework for the strategy
  - **Testing the emerging strategy - Mar 2020 to Sep 2020**  
We will hold detailed discussions (internally and externally) on the strategy framework to gather feedback and focus on what it would mean practically. This will include detailed discussions about partnerships and investments.
  - **Launching our new strategy - Sep 2020 to Dec 2020**  
We are supporting them with their local consultation. At the next Board meeting we will consider the timeline for the development of our own future Strategy which reflects the new SE direction of travel.

### **3.4 Staff / Board away days 2020**

- We have scheduled two dates for Staff/Board away days in 2020, 12<sup>th</sup> February and 14<sup>th</sup> July.
- The 12<sup>th</sup> February session will focus on the vision and values we collectively aspire to for Together Active, along with the tactics we might employ for effectively manage the change. Chris Brindley (former Chair of Greater Sport and founder of the Metro Bank) and Rebecca Roberts will be facilitating a session. If you haven't already done so please can you confirm your attendance with Hazell.
- The second session on 14<sup>th</sup> July will begin the collective process of developing our 2021/2024 Strategy. You will have received a doodle poll from Hazell regarding a preferred time for this session.

### **3.5 Staffing**

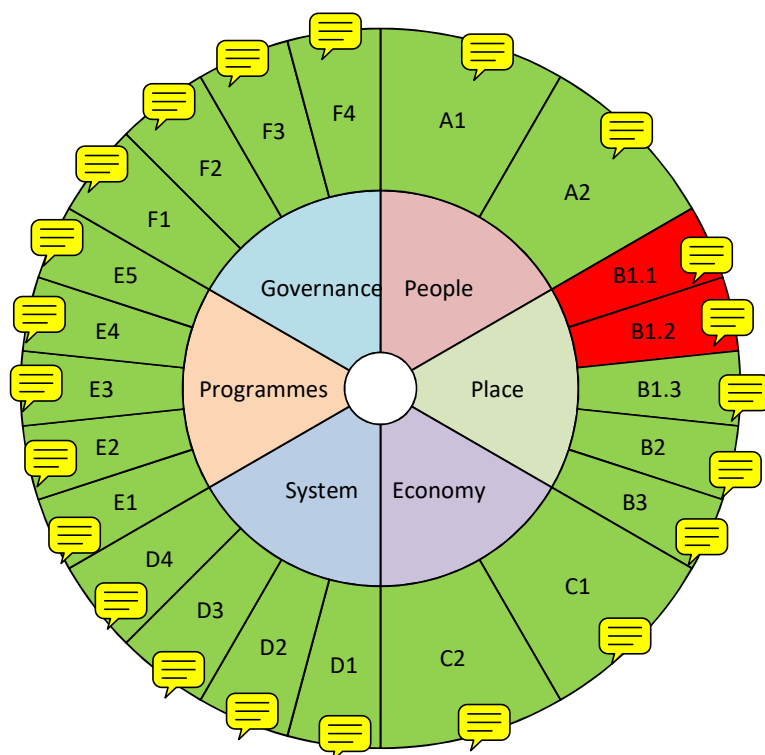
- We welcomed Marie Jenkins to the team in December; Marie has joined us

from Stoke City Council on a temporary contract (3 days a week, until the end of March) to lead on the workforce and community engagement elements of our programme as a Project Officer.

### **3.6 Annual Delivery Plan**

- The Annual Delivery Plan Dashboard for Q3 is attached as Appendix One, which summarises progress, highlights and challenges for the quarter.
- The full Annual Delivery Plan, including updates on our Place-Based Approach and on individual SLAs with funding partners, can be viewed in the secure Board Members section of our website (<https://sportacrossstaffordshire.co.uk/about-us/board-member-secure-area/>)

**Sport Across Staffordshire and Stoke-on-Trent  
Annual Delivery Plan 2019-20  
Quarter Three Dashboard**



**Ratings for each Priority\***

Green	Progress better than or as expected at this point in time
Red	Progress behind where expected at this point in time, and additional support / resource needed
Grey	No progress expected at this point in time

**Highlights** – a cross-section of areas of progress or success

- **Community Consultation:** SASSOT managed the community consultation in Kidsgrove using the 'Our Say' software. The results will now be analysed and used to support future work
- **Open Data:** A brand for our activity finder has been developed and website tenders are being assessed. Pilot work is taking place with Staffordshire Moorlands DC and Staffordshire Cricket to test concepts
- **Inward Investment – Ironman:** SASSOT presented papers to Staffordshire County Council's SLT and Pre-Cabinet, which resulted in a two-year deal to keep Ironman in Staffordshire. SASSOT will continue to provide project management for this event
- **Local Authority Support:** PALS (Physical Activity Leadership in Staffordshire) is now fully established. PAPF (Physical Activity Partners Forum), a merger of the former SDO and Facility Managers Forums, has had its inaugural meeting and priorities are being identified
- **Local Authority Support – Raising our Profile:** Impact Reports have been produced for each of our Local Authority funding partners, to support face-to-face meetings in Q4 to agree SLAs for 2020-21
- **Advocacy:** SASSOT has been invited to join what will be the new Prevention Board for the STP moving forward. This will provide SASSOT with the opportunity to advocate for Physical Activity to be reflected in this important area of local policy making
- **Funding:** Satellite Clubs funding of £119,001 for 2020-21 confirmed, and additional Satellite Clubs (£37,370) and DfE Volunteering (£6,600) Funding successfully applied for
- **Raising Our Profile:** Video content of our 'This Girl Can' School Games project has been filmed and showcased at a workshop at the Youth Sport Trust National School Games conference.
- **Raising Our Profile:** 'Together Active' brand name and logo have been agreed and brand guidelines have been developed

**Challenges** – areas not progressing as planned

- **PBA – Staffordshire Moorlands / Cannock Chase:** As outlined previously, progress has not been as expected in both of these areas. However, a new SLA has been agreed with Staffordshire Moorlands DC, which will support PBA delivery in the district, and our work with Cannock Chase Council is outlined below

\*For details of each Priority or its individual Actions please see the full Annual Delivery Plan Quarterly Review

## Achieving Our Vision – To Follow

Strategic Outcomes		Priorities
<b>People</b>	<b>A:</b> Residents, from all socio-economic backgrounds, enjoy the physical and mental health benefits of an active lifestyle	<b>A1:</b> Mobilising health, education, volunteer and leisure workforces <b>A2:</b> Developing community capacity
<b>Place</b>	<b>B:</b> Our communities are places where being physically active is the easy choice	<b>B1:</b> Focusing on our most inactive communities: B1.1: Cannock Chase B1.2: Staffordshire Moorlands B1.3: Newcastle-under-Lyme <b>B2:</b> Shaping the Physical Activity offer <b>B3:</b> Focusing Sport England-funded programmes in areas of greatest need
<b>Economy</b>	<b>C:</b> Our Sporting economy is thriving, providing employment to an active workforce	<b>C1:</b> Supporting sporting events which stimulate our visitor economy <b>C2:</b> Ensuring Birmingham 2022 Commonwealth Games has a positive legacy
<b>System</b>	<b>D:</b> Strong strategic leadership ensures that physical activity and sport become a core feature in local policy, creating places which are inherently active	<b>D1:</b> Providing strategic leadership and advocacy <b>D2:</b> Lobbying for physical activity to become an integral policy feature <b>D3:</b> Attracting investment into physical activity and sport <b>D4:</b> Demonstrating the impact of our work using robust methodology
<b>Programmes</b>	<b>E:</b> Our programme delivery has maximum impact within our area	<b>E1:</b> Satellite Clubs <b>E2:</b> School Games <b>E3:</b> Primary Premium <b>E4:</b> Active Lives (Children & Young People) <b>E5:</b> Raising the profile of our programme impact
<b>Governance</b>	<b>F:</b> Our work is underpinned by impeccable standards of corporate governance and operations	<b>F1:</b> Ensuring SASSOT is financially secure <b>F2:</b> Understanding and responding to our partners' and customers' needs <b>F3:</b> Meeting industry-recognised standards <b>F4:</b> Nurturing and developing staff

## Report to the Board – Enclosure 05

Report Title	SASSOT Independence Working Group Report
Date	21 <sup>st</sup> January 2020

Open Agenda item	X	
Private and Confidential Agenda item		By virtue of containing confidential information relating to:

Contact Officer	Name:	Jude Taylor / Jane Kracke
	Tel:	01785 619299 (JT) / 01785 619187 (JK)

For Information	
For Decision	x

### 1. Purpose of Report

To update the Board on a range of items discussed at the Independence Working Group (IWG) meetings held on 5<sup>th</sup> November and 10<sup>th</sup> December 2019:

Please note that a further IWG meeting will be held before the Board meeting on 21<sup>st</sup> January so a verbal update on this will be given at the Board meeting as appropriate.

### 2. Report

#### 2.1 Charity Commission Application

- Together Active's application to become a Charitable Incorporated Organisation was approved by the Charity Commission on 13.01.20
- The application was submitted on 20.10.19. We were told to expect a response about three months after submission
- We received a response on 07.01.20 asking us to do the following:
  - Amend the organisation's Objects in the constitution as they don't view the current Objects as 'wholly charitable', replacing these with wording provided by the Charity Commission
  - Explain Together Active's relationship with Sport England, Stafford BC and other Local Authorities and demonstrate how Together Active can operate independently of these
  - Confirm that Together Active will operate within the guidance for political activity (linked to our work on advocating the value of physical activity to policy makers)
- A response to the above was submitted on 13.01.20, including an amended



constitution with confirmation that the three First Trustees agreed to the amendment (Appendix 1 – highlighted in yellow) and we received confirmation of our registration a couple of hours later

- ***Recommendation: That the Board agrees the change to the constitution and that this is formally minuted***

## **2.2 Project Timeline**

- The project timeline is being updated on a weekly basis and scrutinised by the IWG at each meeting

## **2.3 People's Committee**

- In order to ensure that staff are kept informed and have a means to feed in questions, concerns etc. a People's Committee has been established with a representative (Camilla Denham-White) attending IWG meetings on behalf of the team
- This has been well received by staff, and Camilla's contribution to discussions at the IWG has been invaluable

## **2.4 Term and Conditions / Contracts for Staff**

- Terms and conditions for existing and new staff have been agreed
  - Existing staff must be TUPE'd on their existing terms and conditions, however minor improvements to annual leave entitlement (bringing lower-grade posts in line with other posts) and paternity pay were agreed
  - New staff T&Cs are either in line with existing staff or statutory requirements, depending on the area
- Draft contracts for existing staff (mirroring SBC contracts) and new staff have been drawn up and a meeting has been arranged (23.01.20) with an HR advisor via the Chamber of Commerce

## **2.5 Policies and Procedures / Staff Handbook**

- Work is ongoing to produce all the necessary policies and procedures for staff, which will be compiled into a Staff Handbook
- For most policies, the Stafford BC document has been used as a base (as these will need to continue to apply to transferring staff), and templates provided by Chamber of Commerce, ACAS etc. have also been referenced. Staff have been involved in this process, commenting on possible amendments and providing feedback on existing procedures

## **2.6 Rebranding**

- Our brand consultant, Starbots Creative, has completed the development of the new organisational logo. The brand was developed following a period of internal consultation and in line with accessibility guidelines. The image below is the main logo but there are various colourways which can be utilised. The logo forms a small part of the brand guidelines and the next Board/ Staff away will look to ensure we use vision and values to shape our message going forward.



#### **2.7 Bank Account**

- The IWG have agreed to open a bank account with the Charities Aid Foundation, and have agreed the signatories for the account and internet banking. The application to open the account will be submitted shortly
- A separate savings account and credit card will also be opened, with other providers

#### **2.8 Office Space**

- Entrust (part of Capita, who provide training and back-office services for schools) have offered Together Active office space within their Stafford office base for a reasonable price. We are currently negotiating details
- Staffordshire County Council have also offered us space within one of their Stafford town centre buildings, but we are awaiting details of cost and exactly what will be provided

#### **2.9 Payroll, IT Support, Finance Support, Insurances, Group Life Insurance**

- Work is ongoing to identify preferred suppliers for the above, although for payroll, IT and finance this will depend on what services are available through our new office base / host

# CONSTITUTION OF A CHARITABLE INCORPORATED ORGANISATION WHOSE ONLY VOTING MEMBERS ARE ITS CHARITY TRUSTEES

## Foundation Model Constitution

Date of constitution: 13.01.20 [To be amended to date registered by Charity Commission]

### **1 NAME**

The name of the Charitable Incorporated Organisation ("the CIO") is Together Active

### **2 NATIONAL LOCATION OF PRINCIPAL OFFICE**

The CIO must have a principal office in England or Wales. The principal office of the CIO is in England.

### **3 OBJECT(S)**

The objects of the CIO are:

3.1 The promotion of community participation in healthy recreation by providing and assisting in the provision of facilities for and opportunities to participate in sport and other physical activities for the benefit of the inhabitants of Staffordshire and Stoke-on-Trent.

3.2 To advance the education of the public in sport and physical activity.

### **4 POWERS**

The CIO has power to do anything which is calculated to further its object(s) or is conducive or incidental to doing so. In particular, the CIO has power to:

- 4.1 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;
- 4.2 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.3 sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- 4.4 employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by Clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that Clause;
- 4.5 deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

### **5 APPLICATION OF INCOME AND PROPERTY**

- 5.1 The income and property of the CIO must be applied solely towards the promotion of the objects.

5.1.1 a charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO;

5.1.2 a charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

5.2 None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO.

5.3 Nothing in this Clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

## **6 BENEFITS AND PAYMENTS TO CHARITY TRUSTEES AND CONNECTED PERSONS**

### **6.1 General provisions**

No charity trustee or connected person may:

6.1.1 buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

6.1.2 sell goods, services, or any interest in land to the CIO;

6.1.3 be employed by, or receive any remuneration from, the CIO;

6.1.4 receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by Sub-Clause 6.2 of this Clause or authorised by the court or the Charity Commission ("the Commission"). In this Clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

### **6.2 Scope and powers permitting trustees' or connected persons' benefits**

6.2.1 a charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that it is available generally to the beneficiaries of the CIO;

6.2.2 a charity trustee 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 CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011;

6.2.3 subject to Sub-Clause 6.3 of this Clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person;

6.2.4 a charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate);

6.2.5 a charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion;

6.2.6 a charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

### **6.3 Payment for supply of goods only – controls**

The CIO and its charity trustees may only rely upon the authority provided by Sub-Clause 6.2.3 of this Clause if each of the following conditions is satisfied:

6.3.1 the amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods ("the supplier");

6.3.2 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;

6.3.3 the other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so;

6.3.4 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 CIO;

6.3.5 the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting;

6.3.6 the reason for their decision is recorded by the charity trustees in the minute book;

6.3.7 a majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by Clause 6.

6.4 In Sub-Clauses 6.2 and 6.3 of this Clause:

6.4.1 "the CIO" includes any company in which the CIO:

6.4.1.1 holds more than 50% of the shares; or

6.4.1.2 controls more than 50% of the voting rights attached to the shares; or

6.4.1.3 has the right to appoint one or more directors to the board of the company;

6.4.2 "connected person" includes any person within the definition set out in Clause 30 (Interpretation).

## **7 CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY**

A charity trustee must:

7.1 declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

7.2 absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this Clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

## **8 LIABILITY OF MEMBERS TO CONTRIBUTE TO THE ASSETS OF THE CIO IF IT IS WOUND UP**

If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

## **9 CHARITY TRUSTEES**

### **9.1 Functions and duties of charity trustees**

The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

9.1.1 to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and

9.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

9.1.2.1 any special knowledge or experience that he or she has or holds himself or herself out as having; and

9.1.2.2 if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

### **9.2 Eligibility for trusteeship**

9.2.1 Every charity trustee must be a natural person.

9.2.2 No individual may be appointed as a charity trustee of the CIO:

9.2.2.1 if he or she is under the age of 16 years; or

9.2.2.2 if he or she would automatically cease to hold office under the provisions of Clause 12.1.5.

9.2.3 No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

9.2.4 At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.

### **9.3 Number of charity trustees**

9.3.1 There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

9.3.2 The maximum number of trustee is 12. The charity trustees may not appoint any trustee if as a result the maximum number of charity trustees would exceed the maximum.

### **9.4 First charity trustees**

The first charity trustees are as follows, and are appointed for the following terms:

Malcolm Armstrong	4 years
Kimiyo Rickett	3 years
Pauline Walsh	2 years

## **10 APPOINTMENT OF CHARITY TRUSTEES**

### **10.1 Appointed Charity Trustees**

10.1.1 Apart from the first charity trustees, every trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the charity trustees.

10.1.2 In selecting individuals for appointment as charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

### **10.2 Nominated Trustees**

10.2.1 The Local Authorities serving the area of Staffordshire and Stoke-on-Trent ("the appointing bodies") may be invited to appoint a total of up to four charity trustees to represent them (for example Councillor, Public Health Senior Officer, Chief Executive and Strategic Lead for Leisure representatives or equivalents)

10.2.1.1 Any appointment must be made at a meeting held according to the ordinary practice of the appointing body.

10.2.1.2 Each appointment must be for a term of three years.

10.2.1.3 The appointment will be effective from the later of:

10.2.1.3.1 the date of the vacancy; and

10.2.1.3.2 the date on which the charity trustees or their secretary or clerk are informed of the appointment.

10.2.1.4 The person appointed need not be a member of the appointing body.

10.2.1.5 A trustee appointed by the appointing body has the same duty under clause 9.1 as the other charity trustees to act in the way he or she decides in good faith would be most likely to further the purposes of the CIO

## **11 INFORMATION FOR NEW CHARITY TRUSTEES**

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

11.1 a copy of the current version of this constitution; and

11.2 a copy of the CIO's latest Trustees' annual report and statement of accounts.

## **12 RETIREMENT AND REMOVAL OF CHARITY TRUSTEES**

12.1 A charity trustee ceases to hold office if he or she:

12.1.1 retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);

- 12.1.2 is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
  - 12.1.3 dies;
  - 12.1.4 in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
  - 12.1.5 is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- 12.2 Any person retiring as a charity trustee is eligible for reappointment.
- 12.3 A charity trustee who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed after an interval of at least four years.

### **13 TAKING OF DECISIONS BY CHARITY TRUSTEES**

Any decision may be taken either:

- 13.1 at a meeting of the charity trustees; or
- 13.2 by resolution in writing or electronic form agreed by all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more charity trustees has signified their agreement. Such a resolution shall be effective provided that
  - 13.2.1 a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and
  - 13.2.2 the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 14 days of the circulation date

### **14 DELEGATION BY CHARITY TRUSTEES**

- 14.1 The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.
- 14.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:
  - 14.2.1 a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
  - 14.2.2 the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
  - 14.2.3 the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

### **15 MEETINGS OF CHARITY TRUSTEES**



## **15.1 Calling meetings**

15.1.1 Any charity trustee may call a meeting of the charity trustees.

15.1.2 Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

## **15.2 Chairing of meetings**

The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

## **15.3 Procedure at meetings**

15.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three charity trustees, or the number nearest to one half of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

15.3.2 Questions arising at a meeting shall be decided by a majority of those eligible to vote.

15.3.3 In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

## **15.4 Participation in meetings by electronic means**

15.4.1 A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.

15.4.2 Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

15.4.3 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

# **16 MEMBERSHIP OF THE CIO**

16.1 The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.

16.2 Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.

16.3 A minimum of 25% of the members will be independent non-executive trustees. These shall be appointed through a publicly advertised, open recruitment process, meaning they are independent of any close connection to the CIO and, from the perspective of an objective outsider, they would be viewed as independent. Examples of a 'close connection' include:

16.3.1 They are or have within the last four years been actively involved in the CIO's affairs

16.3.2 They are or have within the last four years been an employee of the CIO

16.3.3 They have close family ties with any of the CIO's trustees or senior employees

## **17 INFORMAL OR ASSOCIATE (NON-VOTING) MEMBERSHIP**

17.1 The charity trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.

17.2 The Director and Chief Operating Officer of the CIO, or equivalent roles, will be non-voting associate members of the Board.

17.3 Other references in this constitution to "members" and "membership" do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

## **18 DECISIONS WHICH MUST BE MADE BY THE MEMBERS OF THE CIO**

18.1 Any decision to:

18.1.1 amend the constitution of the CIO;

18.1.2 amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or

18.1.3 wind up or dissolve the CIO (including transferring its business to any other charity);

must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).

18.2 Decisions of the members may be made either:

18.2.1 by resolution at a general meeting; or

18.2.2 by resolution in writing, in accordance with Sub-Clause 18.4 of this Clause.

18.3 Any decision specified in Sub-Clause 18.1 of this Clause must be made in accordance with the provisions of Clause 28 (Amendment of constitution), Clause 29 (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.

18.4 Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:

18.4.1 a copy of the proposed resolution has been sent to all the members eligible to vote; and

18.4.2 the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

The resolution in writing may comprise several copies to which one or more members has signified their agreement. Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated.

## **19 GENERAL MEETINGS OF MEMBERS**

### **19.1 Calling of general meetings of members**

The charity trustees may designate any of their meetings as a general meeting of the members of the CIO. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the CIO as specified in Clause 17 (Decisions which must be made by the members of the CIO).

### **19.2 Notice of general meetings of members**

19.2.1 The minimum period of notice required to hold a general meeting of the members of the CIO is 14 days.

19.2.2 Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the CIO.

19.2.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

### **19.3 Procedure at general meetings of members**

The provisions in Clauses 15.2 to 15.4 governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to trustees to be taken as references to members.

## **20 SAVING PROVISIONS**

20.1 Subject to Sub-Clause 20.2 of this Clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

20.1.1 who was disqualified from holding office;

20.1.2 who had previously retired or who had been obliged by the constitution to vacate office;

20.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

20.2 Sub-Clause 20.1 of this Clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for Sub-Clause 20.1, the resolution would have been void, or if the charity trustee has not complied with Clause 7 (Conflicts of interest).

## **21 EXECUTION OF DOCUMENTS**

- 21.1 The CIO shall execute documents either by signature or by affixing its seal (if it has one).
- 21.2 A document is validly executed by signature if it is signed by at least two of the charity trustees.
- 21.3 If the CIO has a seal:
  - 21.3.1 it must comply with the provisions of the General Regulations; and
  - 21.3.2 the seal must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two charity trustees.

## **22 USE OF ELECTRONIC COMMUNICATIONS**

### **22.1 General**

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- 22.1.1. the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- 22.1.2. any requirements to provide information to the Commission in a particular form or manner.

### **22.2 To the CIO**

Any member of charity trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

### **22.3 By the CIO**

- 22.3.1 any member of charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.
- 22.3.2 the charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:
  - 22.3.2.1 provide the members with the notice referred to in Clause 19.2 (Notice of general meetings);
  - 22.3.2.2 give charity trustees notice of their meetings in accordance with Clause 15.1 (Calling meetings) and
  - 22.3.2.3 submit any proposal to the members or charity trustees for decision by written resolution in accordance with the CIO's powers under Clause 18 (Members' decisions) or 18.4 (Decisions taken by resolution in writing).
- 22.3.3 the charity trustees must:
  - 22.3.3.1 take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice

or proposal; and

- 22.3.3.2 send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

## **23 KEEPING OF REGISTERS**

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and charity trustees.

## **24 MINUTES**

The charity trustees must keep minutes of all:

- 24.1 appointments of officers made by the charity trustees;
- 24.2 proceedings at general meetings of the CIO;
- 24.3 meetings of the charity trustees and committees of charity trustees including:
  - 24.3.1 the names of the trustees present at the meeting;
  - 24.3.2 the decisions made at the meetings; and
  - 24.3.3 where appropriate the reasons for the decisions;
- 24.4 decisions made by the charity trustees otherwise than in meetings.

## **25 ACCOUNTING RECORDS, ACCOUNTS, ANNUAL REPORTS AND RETURNS, REGISTER MAINTENANCE**

- 25.1 The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.
- 25.2 The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

## **26 RULES**

The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

## **27 DISPUTES**

If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## **28 AMENDMENT OF CONSTITUTION**

As provided by sections 224-227 of the Charities Act 2011:

- 28.1 This constitution can only be amended:
  - 28.1.1 by resolution agreed in writing by all members of the CIO; or
  - 28.1.2 by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO called in accordance with Clause 19 (General meetings of members).
- 28.2 Any alteration of Clause 3 (Objects), Clause 29 (Voluntary winding up or dissolution), this Clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.
- 28.3 No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- 28.4 A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

## **29 VOLUNTARY WINDING UP OR DISSOLUTION**

- 29.1 As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:
  - 29.1.1 at a general meeting of the members of the CIO called in accordance with Clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
    - 29.1.1.1 by a resolution passed by a 75% majority of those voting, or
    - 29.1.1.2 by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
    - 29.1.1.3 by a resolution agreed in writing by all members of the CIO.
- 29.2 Subject to the payment of all the CIO's debts:
  - 29.2.1 Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.
  - 29.2.2 If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.
  - 29.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- 29.3 The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:
  - 29.3.1 the charity trustees must send with their application to the Commission:
    - 29.3.1.1 a copy of the resolution passed by the members of the CIO;
    - 29.3.1.2 a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in

full; and

- 29.3.1.3 a statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;

29.3.2 the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.

- 29.4. If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

## 30 INTERPRETATION

In this constitution:

<b>“charity trustee”</b>	means a charity trustee of the CIO;
<b>“Communications Provisions”</b>	means the Communications Provisions in Part 10, Chapter 4 of the General Regulations;
<b>“connected person”</b>	means: <ul style="list-style-type: none"><li>(a) an individual with close family ties including, but not limited to, a child, parent, grandchild, grandparent, brother or sister of the charity trustee;</li><li>(b) the spouse or civil partner of the charity trustee or of any person falling within Sub-Clause (a) above;</li><li>(c) a person carrying on business in partnership with the charity trustee or with any person falling within Sub-Clause (a) or (b) above;</li><li>(d) an institution which is controlled:<ul style="list-style-type: none"><li>(i) by the charity trustee or any connected person falling within Sub-Clause (a), (b), or (c) above; or</li><li>(ii) by two or more persons falling within Sub-Clause (d)(i), when taken together;</li></ul></li><li>(e) a body corporate in which:<ul style="list-style-type: none"><li>(i) the charity trustee or any connected person falling within Sub-Clauses (a) to (c) has a substantial interest; or</li><li>(ii) two or more persons falling within Sub-Clause (e)(i) who, when taken together, have a substantial interest;</li></ul></li></ul>

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution together with the UK Code of Governance's definition of independence.

- “Dissolution Regulations”** means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012;
- “General Regulations”** means the Charitable Incorporated Organisations (General) Regulations 2012.



