



Conflicts of Interest Policy

Meller Educational Trust

Approved & Adopted by: Trust Board

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1 Purpose and scope

1.1 This document sets out the principles for managing potential and actual conflicts of interests or duty affecting the Trustees, Local Governors at each school and Members of the Meller Educational Trust (the **Trust**). Its purpose is to enable Trustees, Local Governors and Members to ensure the open and proper management of any particular conflict.

1.2 The main duties relating to the management of conflicts of interest fall to the Trustees.

2 Definitions

2.1 A “Trustee” is a Director of the company (the Meller Educational Trust) defined in the Trust’s articles.

2.2 A “Local Governor” is an individual appointed to a Local Governing Body (a committee of the Trust) at each of the Trust’s schools, pursuant to the Trust’s articles.

2.3 A “Member” is a member of the Trust (Company) set out in the Trust’s articles.

2.4 “School” is used to refer to all schools, academies and UTCs within the Trust.

2.5 “Funding Agreement” relates to both the master funding agreement between the Department for Education (DfE) and the Trust, and supplementary funding agreements in place with the Trust in respect of each school.

3 Background

3.1 Trustees and Local Governors have a legal obligation to act in the best interests of the Trust and in accordance with its articles of association (**articles**), its policies and the laws that apply to it. (This will include any additional requirements of the funding agreement with the Secretary of State and the Academies Financial Handbook). They are expected to act impartially and objectively, and to take steps to avoid conflicts of interest or duty.

3.2 Conflicts inhibit free discussion, may result in decisions that are not in the best interests of the Trust and risk giving the impression that the Trustees and Local Governors (or Members) have acted improperly.

3.3 Conflicts can come in all shapes and sizes. The Trustees, Local Governors and the Members should be alive to this, and each Trustee, Local Governor and Member has a responsibility to identify where there may be a conflict in relation to themselves or a person connected to them.

3.4 This policy is not intended to inhibit the normal course of business. While recognising that identifying and managing conflicts is very important, the Trustees wish to deal with them in a way which recognises the materiality of the risk that a particular conflict may pose to the best interests of the Trust.

4 Legal context

4.1 There are some fundamental legal issues Trustees and Local Governors should ensure they understand. These are summarised below.

4.2 Duty to avoid conflicts

4.2.1 Every Trustee and Local Governor owes a duty to avoid any conflict of interest or loyalty. The duty is not simply to mitigate any conflicts that arise, but to avoid them altogether. In this context the duty does not simply relate to actual conflicts of

interest or loyalty, but rather a Trustee and/or Local Governor must avoid a situation where he has, or can have, a direct or indirect interest or loyalty that conflicts, or possibly may conflict, with the Trust's interests.

4.3 Types of conflict

4.3.1 A conflict will typically arise where a Trustee or Local Governor has:

- a conflict of loyalty; and/or
- a personal interest (i.e. monetary interest) in a proposed transaction. This is often referred to as a Trustee or Local Governor benefit ('Trustee Benefit') or a 'Related Party Transaction.'

4.4 These are considered in further detail below.

4.5 Conflicts of loyalty

4.5.1 A Trustee or Local Governor who owes a duty to another body (which may be because they are a governor, trustee, director, shareholder, member, officer or employee of that other body) might find that that duty conflicts with their duty to the Trust. Even though the Trustee or Local Governor might not have any personal (i.e. monetary) interest in the transaction, and cannot benefit from it personally, he or she will have a conflict of loyalty.

4.6 Trustee or Local Governor benefits and related party transactions

4.6.1 In some cases, a conflict of interest or loyalty might also involve a payment being made to the Trustee or Local Governor or a person (or business) connected to a Trustee or Local Governor. This is referred to as a 'Trustee Benefit'. A transaction which is entered into which confers a Trustee Benefit is referred to as a 'Related Party Transaction'.

4.6.2 In order for a Trustee or Local Governor to receive a Trustee Benefit, there must be express legal authority. Such authority might be given under the articles of association (typically subject to a specific procedure being complied with), a contract of employment, or on a case by case basis by the Charity Commission. Further guidance is contained within the following paragraphs.

4.6.3 If a Trustee Benefit is received by a Trustee or Local Governor without authority, this will amount to a breach of trust and the relevant Trust could be liable for repaying all or part of the Benefit to the Trust. This is irrespective of whether the Trust might have received value (e.g. services provided) in return for the Trustee Benefit.

4.6.4 We consider Trustee Benefits and Related Party Transactions in more detail at paragraph 10 below.

5 Declaration of interests by Trustees, Local Governors and Members

5.1 On their appointment, and at least once each year (normally at the first meeting of the academic year), Trustees, Local Governors and Members must declare their interests on the declaration of interests form attached at Appendix 2. This includes:

5.1.1 directorships, partnerships and employments with businesses,

5.1.2 trusteeships and governorships at other educational institutions and charities; and

- 5.1.3 any material interests arising from close family relationships between the Members, Trustees and Local Governors, and relationships between Members, Trustees, Local Governors and employees.
- 5.2 The Clerk to the Trustees will use the information provided by Trustees and the Members to maintain a register of interests. The register will be accessible to all Trustees and Members, and published on the Trust's website.
- 5.3 The Clerk to each of the Local Governing Bodies at individual schools will maintain the register of interests which will be reviewed and published on the school's website at least annually.
- 5.4 Trustees, Local Governors and Members should amend their declarations of interest as soon as possible following any change in their circumstances and will, in any event, be invited to update their entries at the first Trustees', Local Governing Body or Members' meeting in each academic year. The agenda for each meeting held throughout the year will also include an opportunity to declare interests.
- 5.5 In addition to completing and updating the declaration of interests, every Trustee and Local Governor must declare to the other Trustees, Local Governors the respective Clerks the nature and extent of any direct or indirect interest he or she may have in any existing transaction or arrangement with the Trust or any transaction or arrangement proposed with the Trust of which the Trustee or Local Governor is aware.
- 5.6 A Trustee's or Local Governor's declaration must be made to the other Trustees, Local Governors and the Clerk to the Trustees:
- 5.6.1 at a Trustees' or Local Governing Body meeting at which the transaction or arrangement is to be discussed; or
- 5.6.2 by written notice sent by post or email to the other Trustees, Local Governors and respective Clerks using the form of notice attached at Appendix 2.
- 5.7 The Trustee or Local Governor must give notice to the other Trustees, Local Governors and the respective Clerks before any proposed transaction or arrangement is entered into or, in any other case, as soon as reasonably practicable. The declaration of any interest will be an agenda item for every Trust Board and committee meeting, including Local Governing Body meetings.
- 5.8 If Trustees or Local Governors are unsure of what to declare, or whether/when their declaration needs to be updated, they should contact the Clerk for guidance.

6 Publishing information relating to Trustees', Local Governors' and Members' interests

- 6.1 In accordance with the Academies Financial Handbook, the Clerk to the Trustees and Local Governing Bodies must publish relevant business and pecuniary interests of Trustees, Local Governors and Members (including governance roles in other educational institutions) on the Trust website. In the case of Local Governing Bodies, the register of interest will be published on the relevant school website. An interest will be considered to be 'relevant' in circumstances where it might give rise to a potential conflict of interest.
- 6.2 The Trust shall take advice from its auditors in respect of the disclosure of interests and in particular, Related Party Transactions, in the preparation of its annual report and accounts to ensure full compliance with the DfE annual Accounts Direction for Academies, which is based on the Statement of Recommended Practice (the Charities SORP and FRS 102).

7 Data protection

- 7.1 The information provided will be processed in accordance with data protection principles as set out in the Data Protection Act 2018 and the General Data Protection Regulation. Data will be processed only to ensure that Trustees, Local Governors and Members act in the best interests of the Trust. The information provided will not be used for any purpose other than those set out in this policy, or the declarations or notices themselves. However, Trustees, Local Governors and Members should be aware that the register of interests is a public document, and will be published on the Trust's/schools' websites, and is open to inspection.

8 Managing the conflict of interest

- 8.1 Where a Trustee or Local Governor has an interest or a loyalty exists which conflicts or may conflict with his or her duties as a Trustee of the Trust or Local Governor, the Trustee/Local Governor must:
- 8.1.1 disclose that fact as soon as he or she becomes aware of it; and
 - 8.1.2 absent himself or herself from any discussions of the Trustees/Local Governors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Trust and any other duty or personal interest he or she might have.
- 8.2 Where a Member has an interest or loyalty exists which conflicts or may conflict with his duties as a Member of the Trust, the Member must:
- 8.2.1 disclose that fact as soon as he or she becomes aware of it; and
 - 8.2.2 if requested by the other Members, absent himself or herself from any discussions of the Members in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Trust and any other duty or personal interest he or she might have.

9 Expenses

- 9.1 The Charity Commission describes expenses as *"refunds by a charity of legitimate payments which a trustee has had to meet personally in order to carry out his or her trustee duties"*. In accordance with the MET Staff, Trustees, Local Governors and Members Expenses Policy, this includes:
- 9.1.1 the reasonable cost of travelling to and from trustee meetings, and on trustee business and events;
 - 9.1.2 the reasonable cost of childcare, or care of other dependents (for example, an elderly parent) whilst attending trustee meetings;
 - 9.1.3 the cost of postage and telephone calls on charity business; and
 - 9.1.4 cost of reasonable overnight accommodation and subsistence (including any essential care costs) while attending trustee meetings or other essential events such as voluntary sector conferences or specialist training courses.
- 9.2 The following should not be classified as 'expenses':
- 9.2.1 compensation for loss of earnings whilst carrying out trustee business; or

9.2.2 honoraria payments (small or token sums not intended to reflect the true value of the service provided); or

9.2.3 expenses in connection with foreign travel.

9.3 Expense claims will be submitted in the correct format and approved in accordance with Section 3.1 of the Staff, Trustees, Local Governors & Members Expenses Policy. In the case of Local Governors, the Chair of the Local Governing Body and/or the Principal of the relevant school has the authority to approve expense claims from Local Governors in accordance with the Expenses Policy.

9.4 Expense claims should be supported by bills and/or receipts.

10 **Trustee Benefits and Related Party Transactions**

10.1 **What is a 'Benefit'?**

10.1.1 A "Benefit" includes any property, goods or services which may have a monetary value, as well as money. This will include payments to a Trustee or Local Governor for providing goods or services to the Trust or its schools on normal commercial terms. A Trustee or Local Governor who may derive any personal benefit of this kind from a transaction with the Trust or its schools will have a conflict between their duty to the Trust, its schools and their own personal interest in the benefit. It is the potential benefit (rather than any actual benefit) which gives rise to this conflict of interest.

10.1.2 Payments which are made from subsidiary companies to Trustees and Local Governors (or persons connected to Trustees and Local Governors as set out below) will also be caught by the restriction.

10.1.3 Payments in respect of expenses are not classified as 'Benefits' and are considered in further detail in paragraph 9 above.

10.2 **Connected persons**

10.2.1 The restriction on the receipt of Trustee Benefits also extends to persons or bodies which are connected to the Trustee or Local Governor. A Trustee or Local Governor can be put in a position of conflict where the Trust enters into a transaction or arrangement with a member of their family or a business in which they are a shareholder or partner or anyone else who is "connected" to them. Any benefit to the connected person is a benefit to the Trustee/Local Governor. The definition of a connected person for these purposes is as follows:

- (a) any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the Trustee/Local Governor or any person living with the Trustee/Local Governor as his or her partner;
- (b) a firm or company in which the Trustee/Local Governor is: a partner, an employee, a consultant, a director, a member or a shareholder (unless the payment is to any company which has shares listed on a recognised stock exchange and in which a Trustee/Local Governor owns no more than 1% of the issued shares);
- (c) a firm or company in which an individual listed in (a) above is connected in the ways set out in (b).

10.3 General Trustee Benefits

10.3.1 Trustees and Local Governors are expressly authorised to receive the following "general" Benefits (i.e. Benefits that are available to all Trustees):

- indemnity insurance paid for by the Trust;
- indemnity payments from the Academy Trust under its articles;
- reasonable expenses (in accordance with the MET Staff, Trustees, Local Governors & Members Expenses Policy) properly incurred by the Trustee or Local Governor in acting as a Trustee or Local Governor and paid or reimbursed by the Trust (which are not considered to be 'Benefits' at all) but excluding expenses in connection with foreign travel; and
- payments to any company which has shares listed on a recognised stock exchange and in which a Trustee owns no more than 1% of the issued shares.

10.4 Specific Trustee Benefits

10.4.1 In addition, Trustees and Local Governors may also receive the following "specific" Benefits (i.e. Benefits made available to individual Trustees) in accordance with an authority under the Academy Trust's articles:

- payments made to any Trustee in their capacity as a beneficiary of the Academy Trust; and
- payments received under a contract of employment;

10.4.2 These Benefits however will only be authorised if the procedure set out in article 6.8 (Articles of Association) is complied with. Where a conflict is authorised, the Trustee will not be in breach of his or her duty to avoid it, but the conflict must be managed.

10.4.3 Please note that a Trustee cannot receive payment for acting as a Trustee, including any allowance as part of a contract of employment.

11 Member Benefits and Related Party Transactions

11.1 What is a 'Benefit'?

11.1.1 A "Benefit" includes any property, goods or services which may have a monetary value, as well as money. This will include payments to a Member for providing goods or services to the Academy Trust on normal commercial terms. A Member who may derive any personal benefit of this kind from a transaction with the Academy Trust will have a conflict between their duty to the Academy Trust and their own personal interest in the benefit. It is the potential benefit (rather than any actual benefit) which gives rise to this conflict of interest.

11.1.2 Payments which are made from subsidiary companies to Member will also be caught by the restriction.

11.1.3 Payments in respect of expenses are not classified as 'Benefits' and are considered in further detail in paragraph 9 above.

11.1.4 Members may receive the following Benefits in accordance with an authority under the Academy Trust's articles:

- payments made to any Member in their capacity as a beneficiary of the Academy Trust.

11.1.5 These Benefits however will only be authorised if the procedure set out in article 6.2 is complied with. Where a conflict is authorised, the Member will not be in breach of his or her duty to avoid it, but the conflict must be managed.

11.1.6 Please note that a Member cannot receive payment for acting as a Member.

12 The management of Benefits and Related Party Transactions

12.1.1 A flowchart is included in Appendix 1 to assist in the identification and management of Trustee, Local Governor and Member Benefits.

12.1.2 The minutes of the Trustees', Local Governing Body and Members' meetings will record the nature and extent of any conflict and summarise the discussion and the actions taken to manage the conflict.

13 Buying services from Trustees/Local Governors/Members/connected persons

13.1 It is Trust policy that it will not buy services or goods from Trustees, Local Governors, Members, or persons or bodies connected to either Trustees, Local Governors or Members. In any event, no such transactions will be undertaken where they could be perceived as novel, contentious and/or repercussive, as defined in the ESFA's Academies Financial Handbook. Such transactions require prior approval from ESFA from 1 April 2019.

13.2 If it is necessary, in very exceptional circumstances, to buy services or goods from Trustees or Local Governors (or persons or bodies connected to Trustees or Local Governors) or Members, in addition to complying with the necessary procedures relating to Related Party Transactions as set out in Appendix 1 where relevant, the Trust will need to ensure that:

13.2.1 the contract had been properly procured in accordance with the Trust procurement policy; and

13.2.2 the terms of the ESFA's Academies Financial Handbook relating to the 'at cost' principle have been complied with - i.e. that the contract is not 'for profit' (see the handbook for further details).

13.3 Where such a contract exceeds £20,000 or means the cumulative value of contracts in any financial year exceed £20,000, then the Trust must obtain prior approval from the ESFA before agreeing to such contracts.

13.4 The Trust must report to ESFA all transactions under section 13 with Trustees, Local Governors, Members and/or persons or bodies connected with Trustees, Local Governors or Members.

14 Further reading

14.1 Further guidance on the management of conflict of interests can be found here:

<https://www.gov.uk/government/publications/conflicts-of-interest-a-guide-for-charity-trustees-cc29>

Further guidance on the matter of Trustee Benefits can be found here:

<https://www.gov.uk/government/publications/trustee-expenses-and-payments-cc11/trustee-expenses-and-payments#4-4>

15 Adoption and circulation

15.1 This policy was approved and adopted by a resolution of the Trust Board passed at a meeting held on 8 June 2016 and takes effect from that date.

15.2 This policy shall be circulated to the Trust Board, Local Governing Bodies, the Members and others at the discretion of the Chair of the Trust Board.

16 Review

16.1 The Trust Board will review this policy at their first meeting in each calendar year and was last reviewed and updated on 7 March 2019.

17 Related Policies

17.1 MET Staff, Local Governors, Trustees & Members Expenses Policy

Date of next review: October 2020

Appendix 1: The management of Related Party Transactions

The management of Related Party Transactions

When considering this issue, the Trustees and Local Governors will need to consider the following questions:

Question 1: Is there a Benefit?

A Benefit is a financial or other measurable benefit paid to a Trustee/Local Governor, or to a 'connected person' of that Trustee/Local Governor (please see below), either from the Trust. Benefits might also be made paid 'in kind' - for example, free use of the Trust's facilities or services for which users normally have to pay.



If yes, please proceed to Question 2

TIP! Trustees'/Local Governors' expenses

A refund of properly incurred expenses to a Trustee/Local Governor is not a "Benefit". Article 6.5 permits a Trustee/Local Governor to be reimbursed for expenses properly incurred in relation to his role. However, expenses in relation to foreign travel cannot be recovered.

Question 2: Is the Benefit being paid to a Trustee/Local Governor or to a connected person?

- a) Is the person receiving a Benefit a Trustee/Local Governor?
- b) Is the person receiving a Benefit a child, stepchild, parent, grandchild, grandparent, brother, sister, spouse or cohabiting partner of the Trustee/Local Governor?
- c) Is the Benefit to be received by a company or firm of which a Trustee/Local Governor or any of the persons listed in b) is:
 - a partner,
 - an employee,
 - a consultant,
 - a director,
 - a member, or
 - a shareholder of the company?



If yes to a) b, or c), please proceed to Question 3

Appendix 1: The management of Related Party Transactions

Question 3: Does the Benefit fall into the following list?

Please check whether the Benefit falls into list A, B or C (which apply to Trustee/Local Governor Benefits) below. If the Benefit is not listed, then it is not permitted unless specific Charity Commission consent is secured.

List A

- 1 **Indemnity insurance.** Article 6.3 allows the Trust to protect Trustees/Local Governors from liability for negligence or breach of their duties with indemnity insurance. However, the insurance cannot cover a deliberate breach of duty by a Trustee/Local Governor or a situation in which the Trustee/Local Governor knew that he might be breaching his duties. There are also some other specific restrictions on the scope which the insurance can cover.
- 2 **Trustees'/Local Governors' investments in shares.** The Trustee/Local Governor is permitted to receive payment or other benefit from public limited companies in which a Trustee/Local Governor holds no more than 1% of the shares (article 6.4). In most cases, this means that the Academy Trust can contract freely with other companies, without Trustees/Local Governors with small investments in shares in such companies breaching their duties to the Trust.

If List A applies, no further steps are required to authorise the benefit.

List B

- 3 **A beneficiary of the Trust.** This might be the case if, for example, a parent Trustee/Local Governor were to attend the academy for evening classes.
- 4 **Being employed by the Trust or entering into a contract for the supply of goods or services to the Trust, other than for acting as a Trustee/Local Governor.** Please note that a benefit paid to an individual who is already an existing employee of the Trust who is subsequently elected or appointed as a Trustee/Local Governor will instead fall under List C.

If List B applies, please comply with Process B to authorise the benefit.

List C

- 5 The benefit is to be paid to an individual who is already an existing employee of the Trust who is subsequently elected or appointed as a Trustee/Local Governor - most commonly a staff Trustee/Local Governor.

If List C applies, please comply with Process C to authorise the benefit.

Appendix 1: The management of Related Party Transactions

Process B

- 1 The remuneration or other sums paid to the Trustee/Local Governor must not exceed an amount that is reasonable in all the circumstances.
- 2 The Trustee/Local Governor must absent himself from the part of any meeting at which there is discussion of:
 - his or her employment, remuneration, or any matter concerning the contract, payment or benefit; or
 - his or her performance in the employment, or his or her performance of the contract; or
 - any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her; or
 - any other matter relating to a payment or the conferring of any benefit.
- 3 The Trustee/Local Governor must not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees/Local Governors is present at the meeting.
- 4 The other Trustees/Local Governors are satisfied that it is in the interests of the Trust to employ or to contract with that Trustee/Local Governor rather than with someone who is not a Trustee/Local Governor. In reaching that decision the Trustees/Local Governors must balance the advantage of employing or contracting with a Trustee/Local Governor against the disadvantages of doing so (especially the loss of the Trustee's/Local Governor's services as a result of dealing with the Trustee's/Local Governor's conflict of interest).
- 5 The reason for their decision is recorded by the Trustees/Local Governors in the minute book.
- 6 A majority of the Trustees/Local Governors then in office have received no such payments or benefit.

Process C

- 1 The Trustee/Local Governor must absent himself from the part of any meeting at which there is discussion of:
 - his or her employment, remuneration, or any matter concerning the contract, payment or benefit; or
 - his or her performance in the employment, or his or her performance of the contract;
- 2 The Trustee/Local Governor must not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees/Local Governors is present at the meeting.

Appendix 2: Declaration of Interests form

[Date]

To be completed by All Board Trustees, Local Governors and Members

Dear Trustee/Local Governor/Member

Register of Interest

Board Trustees, Local Governors and Members have a responsibility to avoid any conflict between their business and personal interests and affairs, and the interests of the Meller Educational Trust (MET or the Trust) objects.

Conflicts of interest within the MET can lead to decisions that are not in its best interests, which are invalid or open to challenge. Everyone has a legal duty to act in the MET's best interest and must declare any potential conflicts in accordance with the MET's objects.

Interests that should be declared:

1. Holding of a public office
2. Being an employee, Director, advisor or partner of another business or organisation that provides goods or services to the Trust or its academies
3. Being a Trustee or Governor of a club, society or association, including other educational institutions and charities, irrespective of whether there is a trading relationship with the Trust or its academies
4. Having a beneficial interest in an organisation that is associated with the Trust, or one of its academies (The Bushey Academy, Francis Combe Academy)
5. Occupying shares or some other investment or asset in a company that is, or is planning to be, dealing with the Trust or its academies
6. Owning shares or some other investment or asset in a company that is, or is planning to be, dealing with the Trust or its academies
7. Having received a gift, hospitality or other benefit from someone/organisation that is or is planning to be dealing with the Trust or its academies
8. Holding or expressing strong political views that may indicate prejudice or predetermination for or against a person or issue
9. Having a spouse, partner, relative or close friend who is employed by the Trust or its academies
10. Being a spouse, partner, relative or close friend of someone who has one of the above interests.

NB: All MET Board Trustees, Local Governors and Members should declare if their spouse/partner is employed and provide details of their spouse/partner's employer. This is to ensure clarity about any related party interests.

PLEASE NOW COMPLETE THE FOLLOWING OVERLEAF

Appendix 2: Declaration of Interests form

Register of Interest [20XX-20XX]

PLEASE COMPLETE EVEN IF 'NIL' RETURN

Name:	
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Please tick:

I confirm I have read the guidance notes above

A) I declare that I and/or the members of my immediate family have no direct and/or indirect interests which would be in direct conflict with the work of the MET

OR

B) I declare that I and/or members of my immediate family have the following direct and/or indirect interests which should be declared as a potential conflict of interest to the work of the MET

Please complete the following:

Type of Interest (see page 1)	<i>Please expand if you have more than one interest in each category</i>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

NB: There is a requirement for all declarations made by Trustees and/or Members of the Trust Board to be published. This will be done on the Trust's website and as an annex to the Audited Accounts. Your signature confirms agreement to this.

Signed:	
Dated:	

Completed forms should be returned to the MET Company Secretary