

Healthwatch Oxfordshire Board of Directors

Date of Meeting: 26th July 2016	Paper No: 4
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Title of Presentation: Business Manager's Paper

This paper is for	Discussion		Decision	x	Information	x
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<p>Purpose and Executive Summary (if paper longer than 3 pages): This paper presents an update on the:</p> <ul style="list-style-type: none"> • Update on charity conversion process • HR Policies for approval • 1st quarter management accounts

<p>Financial Implications of Paper:</p> <p>None</p>
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<p>Action Required:</p> <p>The Board is asked to:</p> <ol style="list-style-type: none"> 1. Agree the updated Articles 2. Agree the Board meeting schedule 3. Agree the Board meeting time 4. Note the Quarter 1 management accounts 5. Agree the following HR Policies <ul style="list-style-type: none"> • Annual leave • Flexible working

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1. Update on Conversion to a Charity

Tessa Hennessy (solicitor) has been engaged to support Healthwatch Oxfordshire with its move towards converting from a Community Interest Company to a charity.

New draft Articles of Association were prepared and presented to the Directors at the Board meeting in March 2016. The Draft Articles of Association were updated and presented to the Directors at their Board meeting on 24th May and in light of further comments, Jean Nunn-Price liaised directly with Tessa Hennessy on the preparation of the final Draft Articles, the Board are asked to note the comments the relevant section of the Article below, The Articles are now presented for approval see *appendix 1*.

Article 1 - Objects:

Articles 3 to 5 - Trustee provisions: These are unchanged. The wording already specifies that a trustee must be a member.

Article 6 - Benefit and Conflicts: 6.1 has been altered to remove reference to members being eligible for greater benefits than trustee's e.g being eligible to become an employee of the charity.

Article 8 - Membership: the wording here has been simplified considerably and made expressly clear that a member = a trustee. References to organisational members, the creation of different classes of members and to the mechanism for removing members have all been removed. The trigger for termination of membership of the company is effectively the retirement of a trustee.

Article 9 - General Meetings: these provisions are unchanged.

Article 10 - Termination of Membership: included at (3) is the wording "the Member ceases to be a Trustee". Article 10 (5) has been left in just in case it is ever needed or the trustees wished to use this mechanism rather than relying on provisions elsewhere in the articles relating to the removal of a trustee.

Article 15 - Dissolution: this article as contains the equivalent of an "asset lock" provision in HWO current CIC articles, CICs must include in their articles specific wording concerning this issue whereas charities have an automatic asset lock under charity law and should include in their governing document wording about what happens to remaining assets on winding up. The wording used here is in a form which is approved by the Charity Commission.

In the event of Healthwatch Oxfordshire winding up, it would be up to the trustees at that time to decide how to apply any outstanding assets and/or to which body or bodies to transfer any remaining assets upon dissolution. The Trustees would need to inform the Charity Commission of their decision; if the trustees wished to apply the assets beyond the scope of the objects, the prior consent of the Charity Commission would be needed.

It is **recommended** that the Board approve the Draft Articles

Next steps

Once approved the Draft Articles (as amended) will be sent to the Charity Commission who will be asked to issue a statement that in their [Charity Commissions] opinion, if the proposed Articles are adopted, the company will be able to fully convert to a charity in England and Wales.

2. Office Update

The office move went smoothly apart from some problems with the telephone systems due to BT not delivering as promised. These matters are now on track to be resolved and by the time of the Board meeting the telephone system should be fully functional.

The deposit from PURE offices has been fully refunded.

3. Board Meetings

In July 2015 the Board agreed to amend the time of Board meetings and to hold Board meetings in public to ensure the work of Healthwatch Oxfordshire is fully transparent and to enable the public to engage directly with the Board of Healthwatch Oxfordshire. Currently Board meetings are held in public bi-monthly on a rotational basis across the County holding a meeting in each of the Oxfordshire Clinical Commissioning Group (OCCG) localities, with the time of the meeting varying between 2-4pm, 4-6pm and 7-9pm.

Location	Time	No of Board members (n)	Members of the Public in attendance
Banbury (P)	7-9pm	9 (n=13)	7
Henley-on-Thames (P)	2-4pm	7 (n=11)	1
Abingdon (P)	4-6pm	6 (n=11)	4
Witney	7-9pm	6 (n=8)	0
Oxford	2-4pm	6 (n=7)	0

By opening up the Board meeting to members of the public the Board have spoken to 12 members of the Public, the meeting which the majority of the public attended was held in Banbury between 7-9pm. Varying the time of the meeting appears to have had no direct impact of the numbers of Directors attending however, the meeting where a larger number of the public attended was held between 7-9pm.

Recommendation 1

It is **recommended** that the Board continue to rotate their meetings on a bi monthly basis across the six OCCG localities across the County.

Recommendation 2

It is **recommended** that the Board trial having a consistent meeting time between 7-9pm and re-evaluate this in January 2017.

4. 1st Quarter Accounts

The accounts for the first quarter of 2016/17 are presented at *appendix 2* and the Board are asked to note the following variances in budget lines:

Expenditure demonstrates a favourable variance which is mainly due to a reduction in staffing costs related to two members of the staffing team reducing their working hours. Included in this budget line is an expenditure of £1,169 on recruitment for the post of Executive Director which was not in the original forecast.

Premises Cost includes a prepayment of £1,292 due to the fact that the office rent is now paid quarterly in advance and therefore July and August rent are included in the first quarter. This expenditure line includes £2,045 one off costs associated with the office move.

Marketing & Comms - the Marketing & Communications Manager is in the process of evaluating the Direct Publicity contract before committing further expenditure on this contract and will update the Board in September.

Sundry Running Costs included a projected cost of £1,000 which was for the office move, however, for accounting purposes the office move costs were included in 2 - Premises Costs, hence the variance to budget.

Project Costs - there was a repayment of £999 from an unspent project fund grant, the outreach programme whilst busy been attending events, these events have in the most been free and this has contributed to a variance to the budget. There are four external projects in the final stages and £1250 was allocated for payment in the first quarter - this has not yet been paid out.

5. HR Policies

Work has continued on updating the HR policies with the Flexible Working Policy and the Annual Leave Policy being presented for approval, these policies reconfirm existing policy.

The Board is **recommended** to:

Approve the Annual Leave Policy (*appendix 3*)

Approve the Flexible Working Policy (*appendix 4*)

Companies Act 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION

OF

HEALTHWATCH OXFORDSHIRE

1. Objects

The Objects of the Charity are for the public benefit the advancement of health, the protection of social care and well-being of the general public and the relief of those in need including by reason of youth, age, ill-health, disability, financial hardship, social exclusion or any other vulnerability by:

- (A) providing information and advice to the general public about local health and social care services;
- (B) making the views and experiences of members of the general public known to health and social care providers
- (C) enabling local people to have a voice in the development, delivery and equality of access to local health and care services and facilities; and
- (D) providing training and the development of skills for volunteers and the wider community in understanding, scrutinising, reviewing and monitoring local health and social care services and facilities.

The Objects may be amended by special resolution but only with the prior written consent of the Commission.

2. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 2.1 to provide services including but not limited to, training, advice, support, and information;
- 2.2 to provide grants, loans and donations;
- 2.3 to accept gifts and to raise funds (but not by means of taxable trading);
- 2.4 to promote or carry out research and to disseminate the results;
- 2.5 to raise awareness of and to publicise issues concerning local health and social care;
- 2.6 to hold exhibitions, open days, meetings, conferences, lectures and seminars;
- 2.7 to co-operate with other bodies;
- 2.8 to support, administer or set up other charities;
- 2.9 to borrow money;
- 2.10 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.11 to acquire, lease, licence or hire property of any kind;
- 2.12 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.13 to set aside funds for special purposes or as reserves against future expenditure;

- 2.14 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.15 to delegate the management of investments to a financial expert, but only on terms that:
- (1) the investment policy is set down in writing for the financial expert by the Trustees;
 - (2) timely reports of all transactions are provided to the Trustees;
 - (3) the performance of the investments is reviewed regularly with the Trustees;
 - (4) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (5) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (7) the financial expert must not do anything outside the powers of the Charity;
- 2.16 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.17 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;

- 2.18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.19 to employ or engage paid or unpaid agents, volunteers, staff or advisors, and to make provision for the payment of pensions. The Charity may employ or pay a Trustee only to the extent permitted in article 6.3 and provided it complies with the conditions of that article;
- 2.20 to enter into contracts to provide services to or on behalf of other bodies;
- 2.21 to establish or acquire subsidiary companies;
- 2.22 to amalgamate, affiliate or merge with any other charitable body having the same or similar objects to the Charity;
- 2.23 to pay out of the funds of the Charity the costs of forming and registering the Charity (both as a company and as a charity).
- 2.24 to do anything else within the law which promotes or helps to promote the Objects.

3. The Trustees

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 Trustees are elected by the Members or co-opted by the Trustees.
- 3.3 The Trustees when complete consist of at least three all of whom are over the age of 18, all of whom must support the Objects.
- 3.4 A Trustee may not act as a Trustee unless he/she
 - (1) is a Member;
 - (2) is a natural person; and
 - (3) has signed a written declaration of willingness to act as a charity trustee of the Charity.

3.5 The Trustees must retire at the end of their term of office but may be appointed for a further term of office. The term of office for Trustees is two years. A retiring Trustee may be re-appointed for up to two additional terms of office but in any event a Trustee who has served for a period of six years must retire and cannot be re-appointed as a Trustee for a period of at least one year.

3.6 A Trustee's term of office automatically terminates if he/she:

- (1) is disqualified under sections 178-180 of the Charities Act from acting as a charity trustee; or
- (2) dies; or
- (3) in the written opinion, given to the Charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months; or
- (4) is removed by a majority vote passed by the other Trustees; or
- (5) is absent without good reason from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign; or
- (6) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
- (7) ceases to be a Member.

3.7 The Trustees may at any time co-opt any individual who is eligible under Article 3.4 as a Trustee (and who is eligible to become a Member) to fill a vacancy in their number or as an additional Trustee.

3.8 No Trustee shall be entitled to appoint any person as an alternate Trustee.

3.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

3.10 A Trustee whose term of office terminates and who is not re-appointed as a Trustee automatically ceases to be a Member of the Charity.

4. Trustees' proceedings

4.1 The Trustees must hold at least three meetings each year.

4.2 A quorum at a meeting of the Trustees is three or one third of the Trustees (if greater).

4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.

4.4 The Trustees shall from time to time elect a Chairperson to chair their meetings. The Chairperson will hold office for two years and on retiring shall be eligible for re-election.

4.5 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

4.6 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

4.7 Every Trustee has one vote on each issue but, in case of equality of votes, the chairperson of the meeting has a second or casting vote.

4.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 5.2 To appoint a Chairperson, a Treasurer and other honorary officers from among their number.
- 5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.4 To employ someone to manage the affairs of the Charity on a day to day basis and to supervise such person as they think fit;
- 5.5 To open and operate a bank account(s);
- 5.6 To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings.
- 5.7 To make regulations consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.8 To make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 5.9 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.10 To exercise any powers of the Charity which are not reserved to the Members.
6. Benefits and Conflicts
- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but subject to compliance with Article 6.4:

- (1) Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
- (2) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- (3) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries of the Charity.

6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

- (1) as mentioned in Articles 6.1 or 6.3;
- (2) reimbursement of reasonable out-of-pocket expenses (including accommodation and travel costs) actually incurred in running the Charity;
- (3) the benefit of indemnity insurance as permitted by the Charities Act;
- (4) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (5) In exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).

6.3 A Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:

- (1) the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;

- (2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
- (3) no more than half of the Trustees are subject to such a contract in any financial year.

6.4 Subject to Clause 6.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
- (2) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) disclose to a third party information confidential to the Charity, or
- (3) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or
- (4) refrain from taking any step required to remove the conflict.

6.6 This article may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7. Records and Accounts

7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

7.2 The Trustees must also keep records of:

- (1) all proceedings at meetings of the Trustees;
- (2) all resolutions in writing;
- (3) all reports of committees; and
- (4) all professional advice obtained.

7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

7.4 A copy of the Charity's Articles of Association (and any special resolutions relating to them) and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

8. Membership

- 8.1 No person may be admitted as a Member unless he or she is approved by the Trustees.
- 8.2 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 8.3 Membership is not transferable.
- 8.4 Each Member shall be a Trustee as long as he or she is not disqualified from being a charity trustee by virtue of Sections 178 - 180 of the Charities Act.
- 8.5 The Charity must maintain a register of Members.

9. General Meetings

- 9.1 Members are entitled to attend general meetings in person (or through their authorised representatives) or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 9.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) at least 21 clear days' written notice setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of Members present in person (or through an authorised representative) or by proxy is at least three or one-third of the membership, whichever the greater.
- 9.4 The chairperson at a general meeting shall be the chair of Trustees or (if the chair is absent or unwilling to act) some other Trustee chosen by Members present.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 9.6 Every Member present in person (or through its authorised representative) or by proxy has one vote on each issue.

9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

9.8 Members must annually:

- (1) receive the accounts of the Charity for the previous financial year;
- (2) receive a written report on the Charity's activities;
- (3) be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
- (4) elect Trustees to fill the vacancies arising;
- (5) appoint reporting accountants or auditors for the Charity;

9.9 Members may also from time to time discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.10 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

9.11 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or by a Written Resolution.

10. Termination of Membership

10.1 Membership is terminated if:

- (1) the Member dies or ceases to exist;
- (2) the Member resigns by written notice to the Charity;

- (3) any subscription due from the Member to the Charity is not paid within six months of it falling due:
- (4) the Member is removed from membership by an ordinary resolution of the Charity in general meeting that it is in the best interests of the Charity that its membership is terminated. A resolution to remove a member from membership may only be passed if:
- (a) the Member has been given at least twenty one days' notice in writing of the general meeting of the Charity at which the resolution will be proposed and the reasons why it is proposed: and
 - (b) the Member (or a representative of the Member) has been allowed to make representations to the meeting.

For the avoidance of doubt, the membership of a Trustee who retires or is removed in accordance with any provision in these Articles automatically terminates.

11. Limited Liability

The liability of Members is limited.

12. Guarantee

Every Member promises, if the Charity is dissolved while he/she/it remains a Member or within one year after he/she/it ceases to be a member, to pay up to £1 towards:

- 12.1 payment of those debts and liabilities of the Charity incurred before he/she/it ceased to be a member;
- 12.2 payment of the costs, charges and expenses of winding up; and
- 12.3 the adjustment of rights of contributors among themselves.

13. Indemnity

The Charity shall indemnify every Trustee or other officer or auditor of the Charity against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.

14. Communications

14.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (1) by hand;
- (2) by post;
- (3) by suitable electronic means; or
- (4) through publication in the Charity's newsletter or on the Charity's website.

14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class or overseas post to that address;
- (4) immediately on being handed to the recipient personally;
or, if earlier,
- (5) as soon as the recipient acknowledges actual receipt.

14.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15. Dissolution

15.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects;
- (3) in such other manner consistent with charitable status as the Commission approves in writing in advance.

15.2 A final report and statement of account must be sent to the Commission.

15.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

16. Interpretation

16.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

16.2 In the Articles, unless the context indicates another meaning:

‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;

‘Chairperson’ means the chairperson of the Trustees;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Acts 1992 to 2011;

‘charity trustee’ has the meaning prescribed by the Charities Act;

‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

‘the Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘the Companies Act’ means the Companies Acts 1985 to 2006;

‘Conflicted Trustee’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

‘Connected Person’ means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;

‘constitution’ means the Articles and any special resolutions relating to them;

‘custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘electronic means’ refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘financial expert’ means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Charity’s financial year;

‘firm’ includes a limited liability partnership;

‘indemnity insurance’ means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘material benefit’ means a benefit, direct or indirect, which may not be financial but has a monetary value;

‘Member’ and ‘Membership’ refer to being a company member of the Charity;

‘month’ means calendar month;

‘nominee company’ means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

‘ordinary resolution’ means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;

‘the Objects’ means the Objects of the Charity as defined in Article 1;

‘Resolution in writing’ means a written resolution of the Trustees;

‘Secretary’ means a company secretary;

‘special resolution’ means a resolution of which at least 28 days’ notice has been given and agreed by a 75% majority of the Members present and voting at a general

meeting or in the case of a written resolution by Members who together hold 75% of the voting power;

‘taxable trading’ means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

‘Trustee’ means a director of the Charity and ‘Trustees’ means the directors;

‘written’ or ‘in writing’ refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

‘written resolution’ refers to an ordinary or a special resolution which is in writing;

‘year’ means calendar year.

16.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

16.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Appendix 2

Table 1: Quarter 1

Year: 2016-17

	Budget				Actual				Total Variance
	Apr	May	Jun	Total	Apr	May	Jun	Total	
Total Income	0	0	59,987	59,987	-333	0	60,331	59,998	-11
Expenditure									
Total 1 Staffing costs	0	0	39,105	39,105	11,723	12,111	13,432	37,266	1,839
Total 2 Premises costs	0	0	4,425	4,425	3,926	401	3,832	8,160	-3,735
Total 3 Board costs	0	0	1,145	1,145	8	373	54	435	710
Total 4 Professional fees	0	0	2,250	2,250	-400	350	1,590	1,540	710
Total 5 Marketing & Comms	0	0	2,900	2,900	-1,165	323	974	132	2,768
Total 6 Sundry running costs	0	0	4,229	4,229	1,650	589	668	2,906	1,323
Total 7 Project costs	0	0	2,650	2,650	165	80	-974	-729	3,379
Total Operating Expenses	0	0	56,704	56,704	15,908	14,226	19,576	49,711	6,993
Net Under/Overspend	0	0	3,283	3,283	-16,241	-14,226	40,755	10,288	-7,005

L1. Leave Policy

1.0 Policy statement

Healthwatch Oxfordshire (HWO) recognises the importance of supporting its employees in a way which promotes and sustains positive, productive and safe working environments. HWO provides Annual Leave which meets the requirements of current employment legislation, and in most cases, exceeds those requirements.

2.0 Paid leave entitlement

Our holiday year begins on 1st April and ends on 31st March each year. All full time employees (37 hours) will receive as a minimum 28 days paid annual leave during the leave year. All part time staff will receive a pro rata entitlement. Three days of the annual leave entitlement must be taken between Christmas and New Year.

After five years of continuous and uninterrupted service employees will be entitled to an extra five days annual leave and a further five days of leave after 10 years of continuous and interrupted service. No employee will be able exceed a maximum of 38 days annual leave.

2.1 Paid public/Bank Holidays

Public and bank holidays are recognised in addition to annual leave and it should be noted that part time staff will receive a pro rata entitlement.

2.2 Holiday pay

Holiday pay is paid at the employee's basic rate

2.3 Restrictions

Annual leave will be accrued proportionately and if an employee leaves HWO part way through the holiday year they will be paid for any annual leave entitlement accrued but not taken. Equally, if an employee leaves part way through the annual leave year having taken in excess of their accrued allowance a deduction in relation to the overpayment will be made from their final salary.

2.4 Carrying over leave

HWO expects its employees to take their annual entitlement during the annual leave year, however, in exceptional circumstances with the agreement of their manager up to one week's annual leave may be carried over.

2.5 Sickness and annual leave

Employees who are taken ill whilst on holiday may be able to reclaim their annual leave - information on this can be found in the sickness policy.

2.6 Annual leave protocols

In order to ensure that the organisation can be effectively staffed and therefore function effectively the following restrictions apply:

- i. Two members of staff must be on duty at any given time (this may be varied at the discretion of the Executive Director or in the case of the executive Director the Chair of the Board)
- ii. Employees must give at least two weeks' notice of annual leave that is of a duration of one week or more unless special circumstances apply
- iii. Three days of allocated annual leave **must** be taken between Xmas and New Year this is due to Christmas Closure.
- iv. It should be noted that employees should not book holidays unless the annual leave has been approved by the line manager.

3.0 Annual Leave Procedure

- i. At the start of their employment all employees will be given an annual leave form which will state their annual leave entitlement and provide a record of leave taken in the given year. This form is also used to record TOIL - when booking TOIL, the TOIL procedure should be used.
- ii. The employee should fill in the annual leave form with the dates of their proposed annual leave.
- iii. The annual leave form should then be returned to the line manager to sign off, it should be noted that annual leave is not agreed unless signed off by the employees line manager.
- iv. Once the annual leave request has been agreed the employee must update their outlook calendar with their annual leave and the office wall chart.
- v. The annual leave form should be returned to the annual leave folder

4.0 Special leave

HWO recognises that there will be occasions when employees will need time off for unforeseen circumstances.

4.1 Bereavement Leave

If an employee should suffer a bereavement of a close family member or friend then paid leave (in addition to annual leave) will be allowed as follows:

- i. For immediate family (mother, father, husband, wife, partner, son, daughter, brother or sister) - up to 4 days paid leave
- ii. For all other relatives and friends - 1 day paid leave

It is recognised that for some employees this may not be long enough and therefore annual/unpaid leave may be booked to supplement this paid time off with the approval of the Executive Director or Chair in the case of the Executive Director.

4.2 Dependency leave

HWO recognises that there will be occasions when employees will need to have unforeseen time off to look after a dependent -a dependent is someone who is in their care. It should be noted that time off for dependents is unpaid and is normally limited to two days.

The leave can be taken for example:

- to deal with a breakdown in childcare
- to put longer term care in place for children or elderly relatives
- if a dependant fall ill or is taken into hospital
- to arrange or attend a funeral.

The employee must tell their line manager as soon as reasonably possible the reason for the absence and how long they expect to be absent.

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F.1 Flexible working policy

1.0 Aims

This policy aims to encourage staff to consider flexible working arrangements. The organisation recognises that a better work-life balance can improve employee motivation, performance and productivity, and reduce stress. The organisation is committed to agreeing any flexible working arrangements, provided that the needs and objectives of both the organisation and the employee can be met. It is the organisation's policy to encourage open discussion with employees. An employee that thinks they may benefit from flexible working is encouraged to contact the Executive Director to arrange an informal discussion to talk about the options.

2.0 What is flexible working?

Flexible working is any type of working arrangement that gives some degree of flexibility on how long, where and when an employee works.

The following flexible working options are considered to be the typical arrangements that employees will request but the organisation recognises that there may be alternatives or a combination of options which are suitable to both the organisation and the employee:

- Compressed hours
- Home-working
- Job-sharing
- Overtime
- Part-time working
- Term-time working

3.0 The needs of the organisation

The organisation is committed to providing a range of appropriate working patterns. However, employees and management need to be realistic and to recognise that not all flexible working options will be appropriate for all roles.

Where a flexible working arrangement is proposed the organisation will need to take into account a number of criteria including (but not limited to) the following:

- the costs associated with the proposed arrangement
- the effect of the proposed arrangement on other staff
- the need for, and effect on, supervision
- the existing structure of the team

- the availability of staff resources
- details of the tasks specific to the role
- the workload of the role
- whether it is a request for a reasonable adjustment related to a disability
- health and safety issues

4.0 Eligibility

Any employee with at least 26 weeks of employment service has a statutory right to request flexible working.

4.1 Submitting a flexible working request

An eligible employee is entitled to submit one **flexible** working request within a twelve-month period (an employee is entitled to additional requests if they relate to a statutory entitlement e.g. the Equality Act 2010 right to request reasonable adjustments). All requests must be made **in writing** to the Executive Director or in the case of the Executive Director to the Chair of the Board.

Any request made must include:

- the date of the application
- the changes that the employee is seeking to their terms and conditions
- the date from when the employee would like the proposed change to come into effect
- what affect the employee thinks the requested change would have on the organisation and how, in their view, any such effect could be dealt with
- whether this is a statutory or non-statutory request
- whether a previous application for flexible working has been made
- the dates of any previous applications

If the employee is making the request in relation to the Equality Act, e.g. as a reasonable adjustment relating to a disability, this should be made clear in the application.

4.2 Meetings regarding flexible working

Upon receiving a written request for flexible working line manager will arrange a meeting with the employee within 14 days to:

- discuss the request

Where a request can, without further discussion, be approved as stated in the employee's written application a meeting to discuss the request may not be necessary.

The employee will be informed of the organisation's agreement to the request by a confirmation letter. Requests to vary hours will be allowed on a three-month trial basis.

4.3 Responding to a flexible working request

HWO will consider the proposed flexible working arrangements, looking at the potential benefits, and adverse effects, to the employee and to the organisation in implementing the proposed changes. Each request will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to their working pattern. The employee will be informed in writing of the organisation's decision as soon as is reasonably practicable, but no later than after the meeting.

4.4 Right to appeal decision

The employee has the right to appeal the decision if their request is refused or is only agreed in part. The employee may lodge an appeal to the Chair of the Board within 7 days of being notified of a decision on their application. This should be done in writing and clearly state the grounds on which they are appealing.

4.5 Varying an employee's contract

Where flexible working practices are agreed as a permanent change, a variation will need to be made to the employee's contract of employment. A new contract of employment will be sent to the employee within 28 days of the change to the employee's working pattern being agreed.

4.6 Trial period

The organisation will reserve the right, at the end of the agreed trial period, to require the employee to revert to their previous working arrangement.

5.0 Complaints and further information

The organisation is strongly opposed to any form of victimisation of individuals who work, or request to work under flexible working arrangements. If an employee feels that they have been treated unfairly or are dissatisfied with any stage of the process, they should raise their concerns informally with the Executive Director of in the case of the Executive Director, the Chair of the Board. If informal discussions do not resolve the matter to an employee's satisfaction, they should raise a grievance under the organisation's grievance procedure.

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