



**Parish Clerk**

King George V Playing Fields Pavilion  
Front Street, Framwellgate Moor, Durham, DH1 5BL  
**07572 004256**  
[framwellgatemoorparishcouncil@yahoo.co.uk](mailto:framwellgatemoorparishcouncil@yahoo.co.uk)

# **Framwellgate Moor Parish Council Conflict of Interest Policy**

## **Introduction:**

1. Members, whilst they are a member of Framwellgate Moor Parish Council (FMPC), have a duty to act solely in the interests of FMPC in accordance with the Council's Standing Orders and the Code of Conduct for Councillors.
2. Sometimes however, the interests of the Member may conflict with those of FMPC.
3. A Member might also have a conflict of loyalty or interest; that is, a conflict between the duties he or she owes to FMPC and the duties he or she owes to another body.
4. The following guidance outlines some of the key areas where conflict might occur as far as Members are concerned and suggests ways in which they may be managed.
5. The overall purpose of this guidance is to avoid conflicts that may;
  - a. inhibit free discussion;
  - b. result in decisions or actions that are not in the interests of the Council; and
  - c. risk the impression that the Framwellgate Moor Parish Council has acted improperly and to protect both the Council and the individuals involved from any appearance of impropriety.

## **General Principles**

6. The interests of the individual conflict with those of FMPC where the individual is involved in taking a decision on behalf of FMPC and the outcome of the decision might benefit or disadvantage him or her or any family member or any other related organisation with whom the individual may have links.
7. Although benefit and disadvantage are normally measured in pecuniary terms this is not always the case and care must equally be exercised where a non-pecuniary interest exists.
8. In such situations FMPC is obliged to manage the situation in such a way as to ensure that it can show that a conflict could not and does not occur.

## **Pecuniary Interests**

9. A pecuniary interest exists where the individual or connected person may benefit from or be disadvantaged financially by the matter under discussion, for example:
  - a. **Direct Financial gain or benefit to the member**, such as:
    - payment to a member for services provided to the Council.
    - the award of a contract to another organisation in which a member has an interest and from which a member will receive a financial benefit.
    - where land is sold to or used by a Member.
    - where a Member grants loans to the Council.
  - b. **Indirect Financial Conflict of Interest**– such as
    - employment by the Council of a spouse or partner of a member, where their finances are interdependent.
    - where financial benefits accrue to a close member of the Councillor's family, a friend, business partner, employer, or colleague of a Councillor.

## **Non-Pecuniary Interests (Non-Financial)**

10. A non-pecuniary interest exists where the individual or connected person has any other interest in the matter under discussion, for example as Trustee of another related organisation.
11. There may be a conflict of interest (often referred to as a conflict of duty or loyalty) should a Councillor have another appointment or be associated in some way with another agency or organization operating in the same area of work as the Council or providing the Council with services or grant funding.
12. In situations, as in 9 to 11 above, it is up to the Member to determine whether his/her involvement in a matter relating to a third party represents a potential conflict of interest and should therefore be declared. If the Member is not sure what to declare, or whether and when a declaration needs to be updated, the Trustee should err on the side of caution.

## **Managing Conflict of Interest**

13. At the start of each Council meeting, preferably prompted by a specific Agenda item, a Member must disclose if there is an item on the Agenda that could potentially cause a conflict of interest. If a Member does not make the meeting aware of any recorded interest, it is the responsibility of the Chair to declare it (assuming s/he is aware of it).

14. It may be appropriate for the Member to remain during all or part of the discussion, perhaps to explain his or her views on the matter. If appropriate, he or she can be asked to leave before a final discussion and vote.
15. Whether this is appropriate will always depend on the circumstances. For example, if the conflict (or possible conflict) is a personal one, he or she must not take part in the vote; but if the matter involves another organisation whose interests might conflict in some minor way with those of FMPC, it may be reasonable for that person to vote.
16. Where someone has been asked to leave a meeting because a conflict has arisen, the minutes of the meeting need to record:
  - who has left the meeting and at what point.
  - the nature and extent of the conflict.
  - the actions taken to manage the conflict (i.e. individual leaving room).
17. Paragraphs 13 to 16 do not apply if the matter in question relates to setting council precept under the Local Government Finance Act 1992.
18. If a Member cannot operate effectively because he or she is so substantially conflicted, the appropriate course is for him or her to resign.

**Adopted January 2024 – to be reviewed annually in January**