



*Irish Association for Counselling and Psychotherapy*

# **Volunteer Policy Handbook**

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## Introduction

The IACP values the contribution that only volunteers can make and believes that volunteering should be a mutually beneficial experience. In so far as the Organisation benefits from the skills, enthusiasm and experience of Volunteers we believe that volunteers should be able to gain a positive experience also.

IACP understands a volunteer to be an individual who without compensation or expectation of compensation beyond reimbursement performs a task of their own free will at the direction of the organisation for the benefit of a cause or another beyond themselves and/or their family.

The purpose of the IACP Volunteer Policy is to provide staff and volunteers with clear guidelines, to prescribe limits of behaviour, assign responsibilities and explain volunteer systems and operating standards.

The Volunteer Policy does not constitute, either implicitly or explicitly, a binding contractual or personnel agreement. We reserve the right to change the policy and to expect adherence to the changed policy.

***‘Volunteer’: A person who performs or offers to perform a service voluntarily.***

## IACP Privacy Statement

The Irish Association for Counselling and Psychotherapy, IACP (‘we’ or ‘us’ or ‘our’) gather and process your personal information in accordance with the relevant Irish Data Protection legislation and other, applicable laws.

- We process your personal information to meet our legal, statutory and contractual obligations and to provide you with our products and services.
- We will never collect any unnecessary personal data from you and will not process your information in any way, other than as specified.
- We take your privacy very seriously and will never disclose your data to another organisation without your consent, unless required to do so by law.
- We only retain your data for as long as is necessary and for the purpose(s) specified in our privacy policy.
- We take every reasonable measure and precaution to protect and secure your personal data, including several layers of security measures, in order to prevent unauthorised access, alteration, disclosure or destruction.
- We only ever retain personal information for as long as is necessary and we have strict review and retention policies in place to meet these obligations.
- We may from time to time engage the services of third-party service providers in order to process your data, but any such processing is done in compliance with the applicable legislation, and within the terms of a formal, written contract.

## Data Protection

The General Data Protection Regulation (GDPR) harmonises Data Protection practices across the EU and emphasises transparency, security, and accountability by data controllers and processors, while at the same time standardising and strengthening the right of EU citizens to privacy of their personal data.

As the IACP processes personal data regarding individuals (data subjects), we are obligated under the GDPR to protect such information, and to obtain, use, process, store and destroy it, only in compliance with its rules and principles.

While the inclusion of personal data in emails sent outside of the IACP will be avoided where possible, volunteers may from time to time receive documents from IACP containing personal data. Such documents, which will be password protected, should not be printed, forwarded, or shared with any third party. Such documentation, whether in soft or hard copy, should be deleted /destroyed once the relevant meeting / assessment / appeal / complaint etc. concludes. Volunteers should not retain such correspondence.

Documentation containing personal data required for meetings, such as agendas and related documents, will be printed at IACP offices and should be left at IACP offices once meetings conclude.

When writing up minutes of IACP committee meetings, please:

- Avoid the use of full names, addresses, or other data that would identify individuals
- Password protect documents with a strong password and email the password to recipients in a separate blank email
- Ensure minutes are sent only to intended recipients

Volunteers should be aware of the GDPR principles contained in Article 5 of the Regulation:

### GDPR Principles

Personal data shall be:

a) processed lawfully, fairly, and in a transparent manner in relation to the data subject (**'lawfulness, fairness and transparency'**).

b) collected for specified, explicit, and legitimate purposes, and not further processed in a manner that is incompatible with those purposes.

c) adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed (**'data minimisation'**).

IACP's purpose for gathering data includes, but is not limited to, the validation and accreditation of members, course accreditation, complaints, organisation and administration

of seminars, research activities, the recruitment and payment of staff, and compliance with statutory obligations.

d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay (**'accuracy'**).

e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed (**'storage limitation'**). Please see Record Retention Limits in the IACP Data Protection Policy.

f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures (**'integrity and confidentiality'**).

## **Volunteer Relationship**

A volunteer is anyone who provides time to IACP through work on committees or other projects. The IACP thank all volunteers for the personal investment made in the organisation. We strive to provide support, supervision and recognition to our volunteers.

As a volunteer you will:

1. Be assigned appropriate tasks according to ability, skill interests, availability and training
2. Receive support and in some cases training for the tasks accepted
3. Be treated as a fellow team member who contributes to IACP goals through volunteer work
4. Be trusted with confidential information
5. Be given Terms of Reference for your committee. Terms of Reference describe the purpose and structure of the committee and what your involvement will be.

## **Continuous Professional Development (CPD)**

Volunteering activities with IACP do count towards Continued Professional Development (CPD) hours.

## **Equal Opportunities**

The IACP is mindful of its responsibilities to promote equality of opportunity and to avoid discrimination at all times. The IACP actively engages volunteers from a wide range of backgrounds and abilities and commits to the necessary resources intended to promote diversity and encourage participation in volunteering by all, regardless of background or abilities.

## **Safety**

You and IACP share responsibility for establishing and maintaining a safe volunteering environment. You are expected to obey safety rules and to exercise caution in all of your volunteering activities. You are asked to report any unsafe conditions to your Chairperson immediately. Any accident, which results in injury, regardless of how insignificant, must be reported promptly to your Chairperson and Head Office.

When volunteers are involved in meetings at the IACP Head Office, the Fire & Emergency Plan and Safety Statement (held in reception) or the Out of Office Evacuation Plan must be adhered to at all times.

# SAMPLE: Volunteer Application Form



Irish Association for Counselling and Psychotherapy

## Volunteering with IACP Committees Application Form

Thank you for your interest in volunteering with IACP. This Application will be sent to the relevant committee for consideration. Some sub-committee may require additional information (e.g. a C.V.). IACP policy is that all volunteer forms are sent to Liz Gannon at [liz@iacp.ie](mailto:liz@iacp.ie) for Complaints Committee clearance and ratification.

Please complete this form using CAPITAL LETTERS and return your completed application form to: Liz Gannon, IACP, First Floor, Marina House, 11-13, Clarence Street, Dun Laoghaire, Co. Dublin or email: Liz Gannon at [liz@iacp.ie](mailto:liz@iacp.ie)

### IACP Privacy Statement

The Irish Association for Counselling and Psychotherapy (we' or 'us' or 'our') gather and process your personal information in accordance with the relevant Irish Data Protection legislation and other, applicable laws. We process your personal information to meet our legal, statutory and contractual obligations and to provide you with our products and services.

We will hold your data securely and will never disclose your data to another organisation without your consent, unless required to do so by law. In addition, we only ever retain personal information for as long as is necessary.

Should we engage the services of third-party service providers in order to process your data, such processing is done in compliance with the applicable legislation, and within the terms of a formal, written contract.

### 1. PERSONAL DETAILS

Surname: \_\_\_\_\_ Email: \_\_\_\_\_

Forename: \_\_\_\_\_ Phone: (please indicate preference for contact)

Address: \_\_\_\_\_ (Home)

\_\_\_\_\_ (Home)

\_\_\_\_\_ (Work)

### 1. IACP MEMBERSHIP

Category of Membership (please tick one): Accredited  Pre-Accredited  Student

If Accredited, please include date of First-time Accreditation with the IACP: \_\_\_\_\_

### 3. VOLUNTEERING WITH IACP

Committee you want to volunteer on? \_\_\_\_\_

Reason for interest / wanting to serve on this committee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Skills / Experience relevant to this committee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you served on any other IACP Sub-Committee and if so which?

\_\_\_\_\_

### 4. DECLARATION

I apply as a volunteer with IACP Sub-Committee. I confirm that I agree to be bound by the IACP Memorandum and Articles of Association and to abide by the IACP Code of Ethics and Practice.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Documents will be destroyed after an appropriate period of time as per the IACP Retention policy. Do not send any original documents unless specifically requested. Keep a copy of any application forms/correspondence you send to IACP for your own records.

# IACP Volunteer Expenses Policy

## Introduction

As a general rule, IACP Volunteers will be reimbursed for all reasonable expenses which they incur wholly, necessarily and exclusively in the course of IACP business. The IACP must, however, ensure that such payments comply with Revenue regulations and it is therefore essential that the rules detailed in this policy are followed when making an expense claim. IACP expense claim procedures are primarily intended to assist volunteers reclaim expenses while travelling for IACP. Occasionally, it will be necessary to claim for small incidental items. All expenses must be agreed in advance with the nominated expenses officer (e.g. Chairperson or Secretary) on the IACP Committee.

## This Policy applies to:

- Members of IACP Executive Sub-Committee's and Board of Directors.
- Regional Committee Representatives attending Board Meetings.
- Regional Committee Members attending regional meetings.

## Expenses include:

- **Public transport:** To and from the appointment
- **Mileage:** Allowance for travel to and from the appointment
- **Parking & Tolls:** The cost of parking for the hours worked & toll charges incurred
- **Daily and Overnight subsistence:** Allowances
- **Exceptional costs:** Agreed in advance with the Committee Chair

All volunteers bear responsibility for cost-effective business travel. Expense claims should be carefully reviewed and approved before submitting to IACP accounts for re-imburement. While these guidelines are intended to be comprehensive, it is impossible to anticipate every situation. The volunteer is expected to apply these guidelines on a conservative basis and to exercise prudent judgement for any situation outside the scope of this policy.

## Authorisation

All expense claims should be summarised on an **IACP Expense Claim Form** and must be approved by the authorised signatory (nominated expenses officer e.g. Chairperson or Secretary) of the IACP Committee. Expenses **cannot** be self-authorised.

## Main points

- Costs can only be reimbursed for receipts submitted / vouched expenses\*
- Volunteers must submit the authorised expenses claim form to the IACP head office for approval
- Expenses should be submitted within three months of being accrued. Claims in excess of this will not be paid.
- Expenses will be reimbursed within 30 working days of being submitted

\*Every form should have appropriate invoices/receipts attached to support the **IACP Expense Claim Form**. Forms will be returned if they do not contain the correct receipts.

## **Travel Expenses**

Volunteers should endeavour to reduce costs to IACP whenever they need to travel on IACP business.

This may encompass some, or all, of the following:

- Combining visits, ie. travelling to two meetings on the same day.
- Sharing transport, ie. two or more volunteers travelling together by car to a meeting, where practical.
- Using public transport where this is suitable and the cost is lower than travelling by car.

## **Car Mileage (Kilometres)**

The mileage rate which will be reimbursed is set annually.

The current approved rate is:

- 41.8 cent per kilometre for vehicles with engine size of 1,200cc or less
- 43.4 cent per kilometre for vehicles with engine size of 1,201-1500cc
- 51.82 cent per kilometre for vehicles with engine size greater than 1,500cc

Full details of all journeys including the date, reason for the journey, starting point and destination should be shown on the expenses claim form (mileage details on the back of the form). The IACP will not, under any circumstances, reimburse parking or speeding fines.

IACP follow the Civil Service mileage rate allowance as this does not require any further approval from Revenue. Civil Service rates are broken into different bands, currently four in total as of 1<sup>st</sup> April 2017. To simplify matters, IACP have adopted the first of these rate bands.

The IACP Finance & Risk Management Committee recommended that IACP adopt any increases in mileage and subsistence rates when implemented by the Civil Service. This was endorsed by the IACP Board of Directors on 9 March 2024.

## **Insurance**

As the IACP does not provide car insurance cover for volunteers using their own vehicles, volunteers are advised to confirm that they have taken out personal car insurance with an appropriate extension to cover use in connection with IACP business.

## **Public Transport**

Where volunteers use public transport, reimbursement will be on a receipts basis, provided the expenses are reasonable.

## **Bus & Rail Travel**

In general, all volunteers should ensure that the most economical class of travel is used - in practice this will usually be standard class.

## **Air Travel**

Volunteers who need to travel by air should go by the most economical means available - this will usually be tourist or economy class. All air travel should be booked through IACP head office, where possible, as far in advance as possible, to take advantage of available discounted fares.

Changes can only be made to bookings, originally made through IACP Head Office, provided that:

- They do not interfere with the desired business objective
- The travel expense claimed from IACP does not exceed the actual cost of the official booking
- Approval must be obtained in advance from the appropriate officer

**Taxi Fares**

Taxi fares will only be reimbursed in exceptional circumstances, for example:

- when heavy or bulky IACP goods/supplies need to be transported
- when an adequate public transport service is not available.
- or when the saving in time is deemed to justify the payment
- when on IACP business and travelling out of normal office hours for personal safety
- when 2 or more volunteers are travelling together

In cases where the volunteer still chooses to travel by taxi and the above do not apply, only the public transport costs (i.e. bus or train fares) will be reimbursed.

The IACP is only liable for the costs relating to volunteer’s travel. Any accompanying persons will be responsible for their own costs. The exception to this is where their attendance is required as a representative of the IACP.

**Subsistence Allowance: Daily and Overnight**

The subsistence rates listed below represent the maximum permissible rates available.

**Daily Subsistence Rates**

A daily subsistence allowance may be claimed to cover meals taken by volunteers who are required to work at a location which is more than five miles away from both their home and their normal place of work. The following allowances may be obtained:

<b>Length of Absence</b>	<b>Current Rate</b>
More than 5 hours:	€16.29
More than 10 hours:	€39.08

Giving a gratuity / tip is at your own discretion, but IACP will only reimburse tips of up to 10% of any bills.

**Overnight Subsistence Rates**

Where volunteers travel on IACP business and an overnight stay is necessary, an overnight subsistence allowance may be claimed. The rate payable includes a partial element of the daily subsistence allowances (i.e. breakfast in a B&B arrangement). Detailed receipts are required in order for this allowance to be claimed and adequate evidence must be provided to indicate the hotel/guest house used. The subsistence rates differ according to where volunteers are visiting and will also change over time. The IACP will only bear the cost of accommodation required for business purposes and will not meet the costs of any extensions to a stay for personal reasons or for accommodation provided to a spouse or other family members. Volunteers should note that items of a personal nature, such as alcoholic drinks,

mini-bars, video hire etc... will not be reimbursed by the IACP and these should be deducted from any bills submitted for reimbursement.

*The current rates are:*

Dublin:	€167
Elsewhere in Ireland / N. Ireland:	€167 (or STG equivalent)

### **“Staying with Friends” Allowance**

Where volunteers choose not to stay in a hotel or guesthouse and instead stay with friends or relatives, an allowance (currently €25 per night) may be claimed as a contribution towards the costs incurred by relatives in providing the accommodation. This allowance is instead of any hotel costs which might normally be claimed.

### **Entertaining**

The general principle regarding the reimbursement of entertainment expenditure is that volunteers will be reimbursed reasonable entertaining costs for themselves and guests, where guests are present for a professional purpose, their presence is considered to be beneficial to the IACP and **where prior approval** has been granted.

Expenses for entertaining will only be reimbursed for volunteers who have a valid reason for being present. An appropriate cost for entertaining is considered to be €15 per head for lunch and €25 for dinner to include wines and gratuities. Giving a gratuity / tip is at your own discretion, but IACP will only reimburse tips of up to 10% of any bills.

It is stressed that no reimbursement of entertaining expenses will be made unless the above guidelines are followed. The following information should be included on/with expense claim forms regarding entertaining expenditure:

- (a) Names of attendees
- (b) The organisation they represent
- (c) The purpose of the entertainment (e.g. negotiation of contract)
- (d) Appropriate receipts.

### **Miscellaneous Expenses**

#### **Telephones Calls and Mobile phones**

Business calls made from a home telephone by volunteers may be reimbursed subject to their inclusion on the expenses claim form and the provision of an itemized telephone bill. The IACP will not bear the cost of any part of the rental nor of any private calls. The IACP provides mobile telephones only where a specific operational need arises. The IACP will not reimburse staff for the rental of personal mobile telephones but will meet the cost of business calls made on the phones subject to evidence of the calls being provided with the expenses claim form.

### **Enquiries**

Any enquiries relating to these rules should be addressed to the IACP CEO who may then, if necessary, refer the matter for further clarification to the Finance Committee.



## Confidentiality

Confidentiality is a central and integral part of the IACP. It offers safety and privacy to all of our members & that of any other persons or bodies with whom we have dealings. Every effort is taken by the IACP to ensure that members' affairs are treated with absolute confidentiality. Information given is held in strict confidence and in line with Data Protection Acts.

Volunteers should note the following: -

- You will be expected to keep all information concerning the organisation, its members, third parties, and any other connected organisation with whom you are involved as a volunteer of this organisation, confidential.
- A volunteer will deliver to the organisation, at the end of their involvement, all documents, notes, records, manuals, programmes or any other materials or property belonging to the organisation or relating to members and/or third parties, which you may then possess or have under your control. You may not, without the organisation's consent, keep copies of same.
- A volunteer shall not at any time, whether before or after the end of their involvement, disclose confidential information in any form to any person without written consent.

Volunteers are expected to exercise care to keep safe all documents or other material containing confidential information, and at the time of end of an individual's involvement with the IACP, or at any other time upon demand, return to the IACP any such material in their possession.

## Harassment & Discrimination

IACP is firmly committed to providing a positive work environment free of discrimination and bias. Each volunteer is personally responsible for maintaining such a work environment.

Harassment on the grounds of gender, civil status, family status, sexual orientation, religious belief, age, disability, race, or membership of the traveller community is defined as any unwanted conduct that has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person. The unwanted conduct may consist of acts, requests, spoken words, gestures, or the production, display or circulation of written words, pictures or other material.

Sexual harassment is any form of verbal, non-verbal or physical conduct of a sexual nature that has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person. This includes same-sex sexual harassment. The unwanted conduct may consist of acts, requests, spoken words, gestures, or the production, display or circulation of written words, pictures or other material.

Examples of sexual harassment include:

- sexual gestures
- displaying sexually suggestive objectives, pictures, calendars
- sending suggestive and pornographic correspondence, including e-mails or text messages
- unwelcome sexual comments and jokes

- unwelcome physical conduct, such as pinching, unnecessary touching, etc.

The examples stated in this policy are not an exhaustive list and the IACP reserves the right to take action against these and other inappropriate behaviours.

Any volunteer who believes they are a victim, or sexual or discriminatory harassment is encouraged to let the harasser know that their behaviour is unwelcome. In addition, volunteers who believe they have been harassed must immediately report the matter to their committee Chairperson. If the complaint is from or about the committee Chairperson, the matter must be reported directly, in writing, to the Regional Director. A grievance is then filed.

## **Grievances**

Under this policy, a grievance is defined as any event, condition, rule or practice which the volunteer believes violates his or her civil rights, treats him or her unfairly, or causes him or her any degree of unpleasantness or unhappiness in the voluntary position. A grievance may also deal with an attitude, or an opinion or statement held by a fellow volunteer or staff member.

To provide prompt and efficient evaluation of, and response to grievances, IACP has established a grievance procedure for all volunteers. It is IACP's policy to give as much consideration, as possible, to every volunteer's concerns, within the resources available. There will be no discrimination against or toward anyone for his or her part in presenting a grievance. All grievances are handled confidentially.

Grievances should not relate to therapeutic / ethical matters, i.e. complaints concerning breaches of the IACP Code of Ethics.

### **Grievances against a fellow Volunteer**

#### ***The procedure is:***

1. If a volunteer has a grievance against a fellow volunteer, they must notify his or her committee Chairperson immediately.
2. Discuss the grievance with the committee Chairperson and attempt to work out the problem.
3. If they are unsatisfied, they must submit their complaint in writing to the Regional Director.
4. The Regional Director, with the assistance of Head Office, will investigate this grievance and a response to this complaint should be made within 14 working days.
5. If they are not satisfied within 14 working days of how their written complaint was handled, they may appeal by submitting their written complaint to the Board of Directors.
6. Within 30 days, the Board of Directors will act on your grievance, affirming or denying your request, choosing to investigate further. The Board of Directors decision is final.

## **Grievances against an IACP Staff Member**

### ***The procedure is:***

1. If a volunteer has a grievance against an IACP Staff Member, they must submit their complaint in writing to the IACP Operations Manager.
2. The Operations Manager, with the assistance of the Chief Executive Officer, will investigate this grievance and a response to this complaint should be made within 14 working days.
3. If they are not satisfied within 14 working days of how their written complaint was handled, they may appeal by submitting their written complaint to the Board of Directors within 30 days, the Board of Directors will act on your grievance, affirming or denying your request, choosing to investigate further. The Board of Directors decision is final.

## **Grievances against a Chairperson**

### ***The procedure is:***

1. If a volunteer has a grievance against the Chairperson of their committee, they must submit their complaint in writing to the Regional Director.
2. The Regional Director, with the assistance of Head Office, will investigate this grievance and a response to this complaint should be made within 14 working days.
3. If they are not satisfied within 14 working days of how their written complaint was handled, they may appeal by submitting their written complaint to the Board of Directors.
4. Within 30 days, the Board of Directors will act on your grievance, affirming or denying your request, choosing to investigate further. The Board of Directors decision is final.

If a grievance has been raised by another volunteer or an IACP Staff Member about you, the Regional Director or Operations Manager will contact you to inform you of this and let you know what the next steps will be.

The IACP are committed to ensuring that every grievance will be:

- Processed in an orderly, efficient and fair way
- Dealt with expeditiously
- Approached with the overall intention of providing a framework within which grievances do not develop into major disputes

## **Disciplinary / Termination of a Voluntary position**

IACP has the right to terminate a volunteer position without cause but will always consider the cause leading to the termination.

Although it is not possible to list all the forms of behaviour or conduct that are considered unacceptable, the following are examples of infractions or conduct that may result in the limitation and termination of the volunteer relationship.

- Theft or inappropriate removal or possession of IACP property
- Misuse of organisation funds or equipment
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs while on duty
- Fighting or threatening violence while on duty
- Boisterous or disruptive activity while on duty
- Negligence or improper conduct leading to the damage of property
- Repeated failure to follow a supervisor's reasonable requests
- Gross misconduct or insubordination
- Violation of IACP Health & Safety Policy
- Abuse or mistreatment of IACP employees or volunteers
- Abuse or mistreatment of non-members of IACP whilst representing IACP
- Sexual or other unlawful harassment or discrimination
- Violation of IACP anti-discrimination policies
- Releasing confidential information

A volunteer may appeal the decision to terminate their volunteer position if they feel they have grounds to believe that their assessment was not carried out fairly and properly.

An appeal must be made (within 10 days of notification of termination) in writing to the Board of Directors.

The appeal will be dealt with under the same procedural rules as the original complaint. The decision of the IACP Board of Directors is final.

## **Borrowing Policy**

1. Only active IACP members can check out IACP equipment (i.e. pop-up stand) from Head Office.
2. The borrower agrees to follow this policy and sign the Equipment Book in Head Office reception before any item can be checked out.
3. The borrower agrees to return the item in the same condition as it was when checked out and must sign the Equipment Book in Head Office reception to check the item back in.
4. The borrower agrees to treat this equipment with the same care provided to similar personal property.
5. The borrower must personally pick up and drop off equipment in Head Office during Head Office's normal working hours, 9am – 5pm, Monday to Friday.
6. When an item is returned, 10 minutes should be allowed for the item to be inspected by a staff member.

## **Key holding**

It is a requirement for some committees to hold their monthly meetings in Head Office outside the normal working hours of 9 a.m. to 5 p.m. Monday to Friday. In this event, the following applies;

1. A maximum of 2 keys will be issued per committee, to the Chairperson and either Vice Chairperson or Secretary.
2. Every member that receives a key and the codes for IACP Head Office must sign an IACP key holder agreement.
3. Keys must not be loaned out to non-authorized key holders.
4. Door codes must not be communicated to anybody.
5. Missing keys must be reported to Head Office immediately.
6. No volunteer is authorized to create a duplicate set of keys from theirs.
7. When a key holder steps down from a committee, their key must be surrendered to Head Office and the process started again for the new key holder.

# SAMPLE: IACP Key Holder Agreement

## IACP KEY HOLDER AGREEMENT



Irish Association for Counselling and Psychotherapy

**Key Holder Name:** \_\_\_\_\_

**Committee:** \_\_\_\_\_ **Role:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_ **Membership No** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Keys:** Main Office door key **Date Issued:** \_\_\_\_\_

**Codes:** Marina House door code **Date Issued:** \_\_\_\_\_

Main Office door code  
Bathroom door codes  
Alarm Code

I hereby understand and agree that:

- All keys issued to me by the IACP Head Office remain the property of the IACP Head Office and are to be returned to the issuing authority immediately when I step down from my position on the Committee.
- I will not loan, duplicate or use the keys issued to me in any unauthorised manner.
- I will ensure the keys are always either in my possession or appropriately secured.
- I accept responsibility for the cost of replacement keys, rekeying locks and any associated damage or losses should I lose the keys, or should the keys be lost, stolen or misused while in my possession.
- I understand that the security access codes given to me must not be communicated to anybody.

I understand that my failure to adhere to the terms of this key holder agreement could result in my being denied access to the IACP Head Office in the future.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Conflict of Interest Policy

## Contents:

1. Introduction and Definition
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3. What is a Conflict of Interest?
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5. Procedures during Meetings
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9. Codes of Ethics
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## 1. Introduction and Definition

No matter at what level of an association people work, there is always the possibility of a situation arising when a potential or perceived conflict of interest arises.

This Conflict of Interest Policy outlines the procedures to be followed for declaration of interests. This policy applies to all staff working for IACP, as well as members of the Board Directors and all other members serving on various committees. These procedures must be followed in their dealings with IACP. The most important message in the document is that IACP employees / members should always disclose an activity if they are in doubt about whether it represents a conflict of interest or not.

## 2. Objectives and Coverage of the Policy

The objectives of the policy are:

1. To protect the association against conflicts of interests that may be detrimental to its activities, by ensuring that individuals covered by the policy make decisions free from any external influences.
2. To protect the association and those individuals covered by the policy against impropriety or the appearance of impropriety.
3. To earn and maintain the confidence of the wider community in the integrity, effectiveness and impartiality of its decision-making processes.

The policy applies to the management and staff members of IACP, and also to the Board of Directors, Volunteers and anyone else who acts in a capacity for IACP.

## 3. What is a Conflict of Interest?

A conflict of interest is any situation in which an individual's personal interest or that which they owe to another body, and those of IACP arise simultaneously or appear to clash.

The existence of a conflict of interest may not, in and of itself, be evidence of wrongdoing. It may be impossible to avoid having conflicts of interest from time to time. However, how this conflict is managed is the key element of this policy.

While the document provides examples for many of the situations in which conflicts may occur, it is not meant to be exhaustive. The primary obligation rests with the individual to

recognise situations in which he or she potentially has a conflict of interest and to disclose and discuss that conflict with the appropriate person in IACP.

#### **4. Identifying a Conflict of Interest**

Conflicts of interest may come in a number of different forms:

**Direct financial gain or benefit**, such as;

Payment to a member for services provided to IACP

The employment of a member in a separate post with the IACP

The awarding of business /a contract to another organisation in which the member has an interest and will receive a financial benefit e.g.:

- Where a member has an involvement with a Course that is looking for recognition by IACP
- Where a member is also a member of another Association / Organisation

**Indirect financial gain**, such as employment by IACP of a spouse or partner of a member where their finances are interdependent

**Non-financial gain**, such as when a user of the IACP's services is also a member.

Members will need to consider whether the benefit and conflict of interest will be ongoing or a one-off situation, and that procedures are being followed to ensure that the possible conflicts are managed transparently.

Not all benefits enjoyed by staff / members need to be authorised. It is perfectly acceptable to repay reasonable out of pocket expenses to members. These may include travel costs and are dealt with in a separate policy document.

#### **5. Procedures during Meetings**

At any meeting where the subject matter leads a participant to believe that there could be a conflict of interest, this interest must be declared at the earliest convenient point in the meeting. If necessary, the member should vacate the meeting while that issue is being discussed and voted upon. Declarations of interests must be clearly identified within the minutes of the meeting, including any need for a board member to withdraw.

If the Chair of the meeting is the person to whom the declaration of interest relates, the Chair should vacate the seat and the meeting for that item.

The board must satisfy themselves that the decision made is in the best interests of the Association.

#### **6. Managing Conflicts of Interest**

Rather than seek to prohibit all activities that might give rise to a conflict of interest, this Policy and Guidelines provides for a three-fold approach:

1. Always disclose potential conflicts of interest,
2. Manage the conflict wherever possible,
3. Prohibit the activity when necessary to protect the public interest or the interest of IACP.

In all cases, the employee / member must disclose in writing and discuss any potential conflicts with the appropriate person(s) within IACP. If they are unsure who this person is, they should disclose in writing to the Board of Directors.

This disclosure should be made:

- Prior to the commencement of such activity
- When circumstances change in a way that give rise to conflict (changes to the employee's responsibilities in IACP, changes in the nature of the relationship between the member and IACP).

In many cases the simple disclosure of a potential conflict will be sufficient. In the event that the conflict is deemed serious and cannot be effectively managed, it may be necessary to discontinue one of the conflicting activities.

A record will be kept of the fact that the conflict was reported and of how the conflict was dealt with.

## **7. Ways to Mitigate Conflicts of Interest**

### **Removal**

The best way to handle conflicts of interests is to avoid them entirely.

### **Disclosure**

IACP realise that it is not possible to prohibit all activities that might give rise to a conflict of interest. With this in mind, the key goal of this policy is to segregate the relevant decision-making and related activities, so that they are separately and independently managed. Both employees and members of IACP are therefore required to disclose any potential conflicts that may arise, to the relevant authority, as early as possible.

### **Recusal**

Those with a conflict of interest are expected to recuse themselves (i.e. abstain) from decisions where such a conflict exists.

For example, if a board member has a close relationship with a course that is looking for recognition with IACP, then that board member should not vote on whether that course is recognised or not. In fact, to minimise any conflict, the board member should not participate in any way in the decision, including discussions.

## **8. Consequences of Unmanaged Conflict of Interest**

If a member has received an unauthorised benefit from IACP, they will be acting outside the terms of the association's governing document and may be in breach of trust.

Even if the benefit has been authorised, if this power has been used in a way which is not in the best interests of the association then a breach of trust might still have occurred.

If a breach has occurred, then the transaction could be challenged by an interested party. The transaction may not be valid and the member could be liable to pay back the value of the benefit to the association.

## **9. Codes of Ethics**

Generally, codes of ethics forbid conflicts of interests. Often, however, the specifics can be controversial. Codes of ethics help to minimise problems with conflicts of interests because they can spell out the extent to which such conflicts should be avoided, and what

the parties should do where such conflicts are permitted by a code of ethics (disclosure, recusal, etc.). Thus, professionals cannot claim that they were unaware that their improper behaviour was unethical.

#### **10. Review**

This policy will be reviewed annually. The next review is due by 1<sup>st</sup> September 2022.

**SAMPLE: DECLARATION OF POTENTIAL CONFLICT(S) OF INTEREST FORM**

Name of Employee / Member: \_\_\_\_\_

Position: \_\_\_\_\_

**Describe the nature of the personal interest. (E.g. Involvement with a course / training institute, etc.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge the Association policy on **Conflict of Interest** and declare the above interests. I confirm that I have no other activities, responsibilities or ownership entitlements that might lead to a conflict of interest situation. (Additional pages may be attached if required)

I confirm the information I have supplied is correct & true, and I understand the consequences of not declaring a potential conflict of interest (**Contents No. 8**)

Signature of Employee / Member: \_\_\_\_\_

Signature of Cathaoirleach / Board of Directors: \_\_\_\_\_

Recommendation: \_\_\_\_\_  
\_\_\_\_\_

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

Official Stamp:

Original of form to be retained on file and a copy forwarded to the IACP Office.