



Great Yarmouth & Waveney

26th January 2022

Dear Lowestoft Town Council Grant Awarding Committee

We would like to arrange an event for local young people diagnosed with Type 1 Diabetes. Through the restrictions with COVID we have been unable to arrange face to face events and would like to arrange Tubing at Norfolk Snowsports Club on Saturday 23rd April 2022. It is an opportunity for these young people to get together and also give the opportunity for parents to chat which provides invaluable support. All the patients are connected with James Paget University Hospital and live in Lowestoft and the surrounding areas.

We have the backing of Diabetes UK, however, we have to arrange our own fundraising and grants to fund any events. The application is for the full amount of the event as COVID restrictions have impacted traditional fundraising with vulnerable young people.

The cost for 40 places for tubing is £16.00 pp = £640.00

REDACTED





## Lowestoft Town Council Grant Awarding Policy

### Grant Application Form

Please complete this form and send it with:

- Your Equality Policy (and Safeguarding Policy if project relates to young and/or vulnerable people)
- Your constitution

to *The Town Clerk, Lowestoft Town Council, First Floor, Hamilton House, Battery Green Road, Lowestoft, Suffolk, NR32 1DE* or e-mail [admin@lowestofttowncouncil.gov.uk](mailto:admin@lowestofttowncouncil.gov.uk)

About your organisation. Insert 'yes' or 'no' and/or provide additional information where relevant	
Is this application being made on behalf of a sports club?	NO
Name of organisation	Gt Yarmouth & Waveney Diabetes Family Group.
Name of account to which payment to be made (explain if not your organisation's name)	BDA T1A DIABETES UK Great Yarmouth & Waveney family
What does your organisation do? (100 words max)	Provide support to families with children diagnosed with Type 1 Diabetes.
What relevant local area does your organisation cover?	Lowestoft, Southwood, Beccles, Gt Yarmouth.
Who are the main beneficiaries of your work?	Families with children diagnosed with Type 1 Diabetes in the local area.
Are you a charity? If yes, describe the type of charity	We are a local support group backed by Diabetes UK.
If registered, what is the charity number?	N/A.
Not-for-profit? If no, describe the organisation	YES.
Organisation income (last complete financial year)	See enclosed
Organisation expenditure (last	See enclosed.



## Lowestoft Town Council Grant Awarding Policy

- a. How the club has used its income from the preceding year to increase its membership
- b. How the club has used its income from the preceding year to make improvements to its facilities
- c. How the club has maintained its facilities

### 8.0 When Will Decisions Be Made?

8.1 Applications will be considered during the monthly meetings of the Finance and Governance Committee.

Please refer to Lowestoft Town Council's website ([www.lowestofttowncouncil.gov.uk](http://www.lowestofttowncouncil.gov.uk)) for the meeting schedules or contact the office on 0330 053 6019/ [admin@lowestofttowncouncil.gov.uk](mailto:admin@lowestofttowncouncil.gov.uk) for details.

Revisions	
Date	Amendment
February 2021	Amendment made to reflect Council's decision that applications will be considered quarterly, rather than twice per year (with effect from the Annual Meeting in May 2021).
June 2021	Removed the sentence ' <i>For sports clubs, a grant fund is available equivalent to the sum Lowestoft Town Council receives via income from the clubs.</i> ' from point 1.3, as it is not applicable for the 2021 – 2022 year.
June 2021	Amended the amount specified at point 1.3 from £500 to £2,000.
June 2021	Amended point 8.1 to reflect that applications will be considered monthly rather than quarterly.
July 2021	Added point 1.5 to specify that a quotation or supporting evidence must be provided where there is a breakdown of costs.
November 2021	Amended point 1.3 to reflect that applications are now considered monthly rather than quarterly. Also removed reference to sports clubs as not applicable under the fee waiver.
November 2021	At point 5.1d added 'unless a decision is required to secure match funding'.
November 2021	At points 7.2a and 7.2b replaced references to specific years to 'the preceding year'.



## Lowestoft Town Council Grant Awarding Policy

complete financial year)	
Contact details	
Name	REDACTED
Address	REDACTED
Telephone number/s	REDACTED
E-mail	REDACTED
Position within organisation	Treasurer
Explain how you are authorised to make this application on behalf of the organisation	With support of whole committee Catherine Oldman - Chair Kerrie Finch - Secretary
About your project	
Please provide details of the project and how the project will benefit the people of Lowestoft (250 words max).	Please see covering letter.
Total cost of project	£640.
Breakdown of cost	40 x £16 pp
Grant requested from Lowestoft Town Council	£640.
What specifically would the grant from the Council fund?	Event for local families diagnosed with Type 1 Diabetes.
Have any funds been requested/agreed from other	No



## Lowestoft Town Council Grant Awarding Policy

sources? Provide details	
When are the funds required?	31st March 2022
Project start date	Saturday 23rd April 2022
Project completion date	Saturday 23rd April 2022
Compliance Agreements (insert 'YES' to indicate your agreement to the questions below. If you do not intend to comply, insert 'NO'.)	
Do you authorise us to hold and use information that you have provided, for the purpose of processing and monitoring this grant application? You can ask us for details of the information we use for this purpose at any time.	Yes.
Do you acknowledge that if you provide false or misleading information in your application or at any point in the life of any grant, we will provide information to relevant enforcement agencies and take any action to recover any funds and damages, as we deem appropriate?	yes
Do you authorise us to use information about your project and organisation as part of our publicity and promotion of our grants programme?	yes
Do you agree to acknowledge the Council appropriately on all of your related publicity and promotional material including posters, advertisements, press releases and leaflets?	yes
Do you agree not to distribute funds granted to any other organisation, other than as agreed as part of the grant award?	yes
Do you agree to report the outcome and impact of the grant to the Council as required in the Council's Grant Awarding Policy?	yes.
Do you agree that any grant awarded will only be used for the purpose for which it was given and in compliance with any conditions applied?	yes.

Signed: REDACTED ..... Date: 26/1/22 .....

(Signatory must be authorised to act on behalf of the organisation and, if different from the main contact listed above, this should be explained.)

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# Your Business Current Account

## At a glance

Date	Description	Money out £	Money in £	Balance £
	No transactions within the period			
29 Oct	Start Balance			918.62
29 Oct	Balance carried forward			918.62
	Total Payments/Receipts	0.00	0.00	

Anything wrong? If you notice any incorrect or unusual transactions, see the next page for how to get in touch with us.

31 Oct 2020 - 29 Oct 2021

Start balance	£918.62
Money out	£0.00
► Commission charges	£0.00
► Interest paid	£0.00
Money in	£0.00
End balance	£918.62

Your deposit is eligible for protection by the Financial Services Compensation Scheme.





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## Your Business Current Account

At a glance

Date	Description	Money out £	Money in £	Balance £
30 Oct	<b>Start Balance</b>			<b>918.62</b>
13 Dec	 Deposit Re 47Lowestoft 100151		126.00	1,044.62
15 Dec	 Cheque Issued Ref: 100182	164.19		880.43
31 Dec	<b>Balance carried forward</b>			<b>880.43</b>
<b>Total Payments/Receipts</b>		<b>164.19</b>	<b>126.00</b>	

30 Oct - 31 Dec 2021

Start balance	£918.62
Money out	£164.19
► Commission charges	£0.00
► Interest paid	£0.00
Money in	£126.00
End balance	£880.43

Anything wrong? If you notice any incorrect or unusual transactions, see the next page for how to get in touch with us.

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

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Our procedures for safeguarding  
children and adults at risk



**DiABETES UK**  
KNOW DIABETES. FIGHT DIABETES.



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<b>Policy author</b>	REDACTED – Safeguarding Lead
<b>Date approved</b>	July 2017
<b>Approved by</b>	Audit and Risk Committee
<b>In force from</b>	July 2017
<b>Date of last review</b>	May 2019
<b>Summary of changes since last review</b>	Legislation and guidance, improved accessibility
<b>Date of next scheduled review</b>	May 2020

# 1 Introduction

**1.1** There are lots of different ways we support children and adults across the charity. It's important that their wellbeing is always our priority. This document explains the principles of safeguarding and defines what our roles and responsibilities are, individually and as a whole, in keeping children and adults at risk safe. Everyone must follow these procedures. That includes all staff, volunteers, trustees, interns, secondees, agency staff, students, partners and people commissioned to provide work for us.

**1.2** The procedures explain what staff, volunteers, managers and the safeguarding team need to do if there are concerns about a child or adult at risk of being harmed or at risk of harm.

**1.3** There are four key principles we need to follow.

- Recognising concerns that a child or adult at risk is being harmed or might be at risk of harm.
- Responding to a child or adult at risk who is telling you what is happening to him or her.
- Recording the concerns appropriately and any action we take.
- Referring on the concerns internally or to an outside agency.

**1.4** This policy will be reviewed annually and kept up to date by the our Safeguarding Manager to reflect any changes in legislation and best practice. This policy is reviewed and approved by our Trustees/ Governance.

# 2 What does a child or adult at risk mean?

**2.1 Child:** Any person under 18 years old<sup>1</sup>. In Scotland, some legislation refers to anyone under the age of 16 years. For child protection purposes, this policy defines a child as under 18 years old.

**2.2 Adult at risk:** Some adults are more likely to experience abuse, harm, ill-treatment or neglect than others, and are less able to protect themselves. It is this group of adults who are specifically covered by this document. This is because they're more likely to experience abuse, and less likely to be able to take action to make it stop. This may be as a result of:

- Need for care and support to be provided by others – some people may need help with washing, dressing as well as other activities.
- Communication difficulties – some people may not speak clearly if they have a health problem or a learning disability.
- Physical health difficulties – some people may have restricted movement due to health problems.
- Cognitive impairment – some people find it difficult to understand and process information due to health problems.

**2.3** These procedures should be used to safeguard those adults who have care and support needs and are, or are at risk of, being abused or neglected and are unable to protect themselves against the abuse or neglect or risk of it, because of those needs.

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<sup>1</sup> Reference WTTSG 2016 should be 2015, N.I Cooperating to safeguard children 2003 updated 2016, so need to ref 2016. Social Services and Well-being (Wales) Act 2014.

Working Together to Safeguard People Volume 1 2016– Introduction and Overview Do we need adults' documents to reference adults at risk definition?

The Care Act 2014  
Statutory Care and Support Guidance 2017 (Chapter 14)



**2.4** Adults **may** be deemed to be 'at risk of abuse', and covered by these procedures, if they have any of the following:

- learning disabilities
- physical disabilities
- mental ill health
- sensory disabilities
- dementia
- brain injuries
- substance misuse
- frailty due to their age.

**2.5** An 'adult at risk' could be a member of the public. But, they could also work for us, be a volunteer or a fundraiser. The important thing to remember is that whoever they are, if they're experiencing abuse, you should share your concerns, following the guide.

**Practice note:** If you're in any doubt about whether someone is an adult at risk, you must still share your concerns in line with these procedures. The safeguarding team can then support and make appropriate decisions.

## 3 Recognising abuse and neglect

**3.1** Abuse is the misuse of power by one person over another, and can have a large impact on a person's independence. Neglect can stop a person who's dependent on others for their basic needs being able to choose and control fundamental parts of their life. It can cause humiliation and loss of dignity.

**3.2** Anyone can carry out abuse or neglect, including parents, partners, other family members, neighbours, friends, acquaintances, local residents, organised gangs, paid staff or professionals, volunteers and strangers.

**3.3** A concern about a child's safety and welfare might arise for different reasons.

- A child saying that he or she is being abused or telling you about an experience or event that has happened to them that you think would be harmful.
- Spotting signs of abuse or neglect.
- A child's behaviour giving cause for concern.
- You directly witnessing a child being harmed by an adult or another child.

- Somebody telling you, either face to face or by any other means of communication, that a child is being harmed or is at risk of harm. This could be someone using our services, another child, a supporter, donor or a member of the public.
- The behaviour of an adult giving you cause for concern about the safety of a child or children.
- An adult survivor of abuse telling you about their experience of non-recent abuse. The perpetrator may still be alive and children may be at risk.
- A situation where the child is a foreign national and it is not clear who the parents are, or that the child is with adults where the relationship to the child is unclear.

**3.4** A concern about an adult at risk safety or welfare may arise as a result of:

- an adult at risk disclosing that he or she is being abused
- you spotting signs of abuse on an adult at risk
- the behaviour of the adult at risk giving cause for concern
- you directly witnessing an adult at risk being harmed
- somebody telling you that an adult at risk is being harmed.

For further information please see 'Diabetes UK Procedures for managing suicide risk – What to do if someone is at risk of suicide'.

**3.5** Abuse and neglect of children is categorised into four types of abuse:

**Physical abuse:** A form of abuse which may involve hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing physical harm to a child. Physical harm may also be caused when a parent or carer fabricates the symptoms of, or deliberately induces illness.



**Sexual abuse:** Involves forcing or enticing a child or young person to take part in sexual activities, not necessarily involving a high level of violence, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration – rape or oral sex – or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse – including via the internet. Sexual abuse is not solely perpetrated by adult males. Women can also commit acts of sexual abuse, as can other children.

**Emotional abuse:** This is the persistent emotional maltreatment of a child or vulnerable adult which causes severe and persistent adverse effects on their emotional development. It might involve making them feel they're worthless or unloved, inadequate, or valued only insofar as they meet the needs of another person. It might not letting them express their views. It could be deliberately silencing them or making fun of what they say or how they communicate. It might include putting expectations or interactions on them that are beyond their developmental abilities. It could also be overprotection and limiting of exploration and learning, or preventing them participating in normal social interactions.

It could also include seeing or hearing the ill-treatment of someone else. It might involve serious bullying – including cyber bullying – causing a child or vulnerable adult to feel frightened or in danger. It could be the exploitation or corruption of children. Some level of emotional abuse is involved in all types of maltreatment of a child, though it can also occur alone.

**Neglect:** This is the persistent failure to meet a child or adults at risk basic physical and psychological needs. It's likely to result in the serious damage their health or development. It might involve a parent or carer failing to:

- provide adequate food, clothing and shelter – including being made homeless or being abandoned
- protect a child or vulnerable adult from physical and emotional harm or danger
- make sure adequate supervision – including the use of inadequate care-givers
- make sure someone has access to the medical care or treatment they need.

It may also include neglect of, or unresponsiveness to, a child/adults at risk basic emotional needs. Neglect may occur during pregnancy as a result of maternal substance abuse.

Other forms of abuse include, for example, trafficked children, modern slavery, female genital mutilation and forced marriage.

**3.6 Abuse and neglect of an adult at risk can take many forms, and may include:**

- **Physical abuse:** This includes hitting, slapping, pushing, misuse of medication, restraint or inappropriate physical sanctions.
- **Sexual abuse:** This includes sexual activity with someone without their permission or sexual activity with someone who is not able to give their consent permission.
- **Psychological abuse:** This includes emotional abuse, threats of harm or abandonment, deprivation of contact, humiliation, blaming, bullying, controlling, intimidation, verbal abuse.
- **Exploitation:** This is unfairly manipulating someone for profit or personal gain and can be planned or spur of the moment.
- **Financial or material abuse:** This includes theft, fraud, exploitation, coercion in relation to an adult's financial affairs or arrangements, eg getting someone to change their will.
- **Neglect and acts of omission:** This includes ignoring medical or physical care needs, failure to provide access to appropriate health, care and support services, the withholding of the necessities of life, like medication, adequate nutrition and heating.
- **Discriminatory abuse:** This includes discrimination on grounds of race, gender and gender identity, disability, sexual orientation, religion, and other forms of harassment, slurs or similar treatment.
- **Organisational abuse:** Including neglect and poor care practice within an institution or specific care setting such as a hospital or care home, for example, or in relation to care provided in one's own home. This may range from one off incidents to on-going ill-treatment. It can be through neglect or poor professional practice as a result of the structure, policies, processes and practices within an organisation (Care and support statutory guidance).
- **Modern Slavery:** Human trafficking, forced labour, domestic servitude, debt bondage or sexual exploitation such as escort work, prostitution or pornography.



- **Self-neglect:** Lack of self care to an extent that it threatens personal health and safety, inability to avoid self-harm or failure to seek help.
- **Domestic Violence or Abuse:** Acts of assault threats humiliation and intimidation, harming, punishing or frightening the person.

**Practice note:** It doesn't make any difference whether or not the person intends to cause harm to the individual. The focus should be on the harm any abuse causes to the individual, not the intention behind it.

## 4 Roles and responsibilities

**4.1 All Diabetes UK staff and volunteers:** We all have a part to play in keeping children and adults at risk safe and our policies make sure that we actively safeguard everyone.

- We'll be aware of our overarching safeguarding policy and procedures.
- We'll complete our safeguarding eLearning and any role specific safeguarding training.
- We'll understand what to do if someone is worried about a child or adult at risk and share all our concerns appropriately.
- We'll act within our safer working practice procedures at all times.

### 4.2 Designated Safeguarding Person (DSP):

Certain teams have a DSP. This person has responsibility as a first point of contact to respond to safeguarding concerns within their team, and support others in doing so.

The DSP will:

- understand our overarching safeguarding policy and procedures
- attend an introductory level course in safeguarding, and complete our enhanced safeguarding training
- decide what steps we need to take to look after the safety and welfare of the children and young people or adults at risk in the event of a safeguarding concern
- make contact with other organisations to share information where appropriate
- record all our safeguarding concerns and further actions in line with our procedures
- consult with the Safeguarding Manager or the NSPCC as required.

The Designated Safeguarding Person may also, on occasion, provide safeguarding cover for other areas of the business.

**4.3 Safeguarding Manager:** Our Safeguarding Manager is our safeguarding expert and makes sure everyone follows best practice.

The Safeguarding Manager will:

- produce our policies and procedures in line with legislation, guidance and best practice
- manage safeguarding cases raised by any staff or volunteers
- manage the work of and audit case work of Designated Safeguarding Persons
- provide safeguarding expertise to support directorates and managers so they can meet our safeguarding responsibilities
- act as subject expert for us and provide safeguarding advice and direction as required
- report to the Strategic Lead for Safeguarding and trustees about our safeguarding.

**4.4 Managers:** Any managers of staff and volunteers have responsibility for making sure they comply with and meet any safeguarding requirements relevant to their role and the work they're responsible for.

Managers will also:

- understand all safeguarding compliance requirements relevant to their team and directorate
- make sure all staff and volunteers are recruited in line with our safer recruitment practices
- make sure all safeguarding concerns are appropriately reported in line with 'What to do if you are worried about a child or adult at risk' procedures.
- highlight any areas where we're not meeting our safeguarding procedures and also asking for support and direction to make sure they're fulfilled.

**4.5 Strategic Lead for Safeguarding:** Oversees the work of the Safeguarding Manager and takes accountability at director level.

**4.5 Trustees:** Hold ultimate accountability for safeguarding within the organisation.



## 5 Responding to allegations or concerns from a child or adult at risk

**5.1** Sometimes, children or adults at risk will share their worries or experiences of abuse with us and it is essential that we listen to them and their voice is heard and taken seriously.

Here's what staff and volunteers should do to support this:

- Listen carefully and compassionately to what is being said.
- Consider the person's age, stage of development and how they prefer to communicate when responding.
- Find an appropriate early chance to explain that it is likely that you'll need to share what you've been told with others. Don't make promises, particularly about confidentiality or outcomes.
- Allow the person to continue at their own pace and avoid asking them to repeat their story.
- Ask open ended questions for clarification only, Can you tell me what's worrying you? Can you tell me what happened?
- Avoid asking questions that suggest a particular answer or that lead the person into saying something. Also avoid asking questions about why something happened.
- Reassure the person that they've done the right thing in telling you.
- Tell the person what you'll do next and with whom you'll share the information, except where doing this may put them or someone else at risk. If you're unsure seek advice from the Safeguarding team.
- Record in writing what was said using, wherever possible, child's or adult's words as soon as you can. Note the date, time, places, allegations, any names mentioned and to whom the information was given. Make sure that the record is signed and dated.

## 6 Responding to suicide risk

**6.1** Diabetes is life changing for many people with the condition and sometimes for their friends and family. Sometimes people will tell us they are having suicidal thoughts or feelings.

**6.2** Someone might contact you who is threatening to behave or act in a way that will harm themselves, possibly fatally. This might include when someone threatens to or decides to change how they manage their diabetes. There isn't one answer or response that can be given to someone who may feel like hurting themselves or killing themselves. Every situation needs to be thought about and reacted to on a case by case basis. These guidelines will help you if you ever face this situation. But they won't give you an answer to every situation. We have **comprehensive guidelines** support our thinking when faced with a situation.

**6.3** Summary of assessing level of suicide risk for adults at risk – to be used alongside our What to do if someone is at risk of suicide guidelines. See appendix on page 13.



## 7 Concerns that involve a member of staff or volunteer

**7.1** Despite all efforts to recruit safely there will be occasions when there are allegations of abuse, or concerns about the behaviour or conduct of a member of staff or volunteer.

We have clear procedures that are applied in the event of an allegation or concern about anyone who works with children or adults at risk.

This is might be because they've:

- 1 behaved in a way that has harmed, or may have harmed a child or adult at risk
- 2 possibly committed a criminal offence against or related to a child or adult at risk
- 3 behaved in a way that indicates they may pose a risk of harm to children or adults at risk.

### 7.2 What makes a safeguarding allegation?

An allegation might involve a child or adult at risk who's:

- using one of our services
- involved in a fundraising or participation activity
- not known to us;
- known to an employee or volunteer in their community or home life
- is a child of a member of staff or volunteer.

The allegation may:

- not involve a child victim we know. Potentially someone could be accessing abusive images of children online or using the internet to groom with the intent to harm in the future.
- be about any type of abuse – physical, emotional, sexual or neglect.
- concern a breach of our safeguarding code of conduct and guidance on appropriate conduct.

### 7.3 How might a safeguarding allegation come to light?

Safeguarding concerns can arise from many different ways.

- A child, parent or carer or adult at risk makes a direct allegation against an individual.
- A child, parent or carer expresses discomfort with the behaviour of an individual.
- An employee or volunteer directly observes behaviour that is cause for concern.
- We receives a safeguarding allegation from a person, including a member of the public or professional.
- A member of the public or professional tells an employee or volunteer face to face.
- In the course of another internal procedure, for example a disciplinary or someone **whistleblowing** – speaking out – or making a complaint.

### 7.4 How should a safeguarding allegation or concern be shared?

If your concern involves worries about the behaviour or actions of a member of staff or volunteer you should share the information with our Safeguarding team as soon as possible or within one working day.

**Safeguarding Team:** 020 7424 1047 or [Safeguarding@diabetes.org.uk](mailto:Safeguarding@diabetes.org.uk)

If the concern relates to the Safeguarding team, or it feels appropriate to do so you can share directly with the NSPCC Helpline.

**NSPCC Helpline:** 0800 800 5000

See '**What to do if you are worried about a child or adult at risk**' **flow-chart** for full details.

Record all information on the safeguarding record form **online** with recording information procedures outlined in section 11.2.



## 7.5 What happens when a safeguarding allegation/concern is raised?

We're committed to the safe and thorough handling of any safeguarding allegations or concerns through an open and transparent process.

- We make sure that children and adults at risk are protected and supported following an allegation that they may have been abused by an adult working for or on behalf of us.
- We make sure there is a fair, consistent and robust response to any safeguarding allegation made, so that the risk posed to other children or adults at risk is managed effectively.
- We organise an appropriate level of investigation into concerns or allegations, whether they are said to have taken place recently, at any time the person in question has been employed by or volunteered with us, or prior to the person's involvement with us.
- Make sure we continue to fulfil our responsibilities towards members of staff, or volunteers who may be subject to such investigations.

We'll never use settlement agreements, which is when a member of staff agrees to resign provided that disciplinary action is not taken and that a future reference is agreed.

For full details on how we manage safeguarding allegations see our [guidelines for managing safeguarding allegations](#).

## 8 Safer Working Practice

**8.1** Safer Working Practice is sensible and simple approach that helps all our staff and volunteers keep themselves, children and adults at risk safe.

**8.2** By following it we aim to protect children and young people, and adults at risk and to avoid anyone misunderstanding behaviours. The following guidance helps us reduce risk and make sure our activities are as safe and fun as possible.

### 8.3 Safer Working Practice principles

- 1 We always need to be aware that the welfare of children, teenagers and adults at risk is our priority above everything else.
- 2 No one should behave in a way or have attitudes that would lead any reasonable person to question your suitability to work with children, teenagers or adults at risk.
- 3 We should all be aware of our behaviour outside of work or volunteering lives which might lead people to believe you're unsuitable to support children, teenagers or adults at risk. This might be seriously misusing alcohol or drugs or violent behaviour.
- 4 Everyone should communicate and behave in an open and transparent way.
- 5 We should all discuss and take advice straight away over any situation which may cause concern.
- 6 We must all apply the same treatment and welcoming approach to everyone regardless of age, race, gender, disability, religion, belief, sexual orientation or status.

**8.3** We have various roles in the charity which have specific safer working practice guidelines that will help guide you through particular situation relevant to that role. You should know if and what guidelines there are for your role. Your line manager will be able to help you and you can find out more on the [iKnow](#)



## 9 Confidentiality, consent and information sharing

**9.1** Keeping children and adults at risk safe needs information to be shared with the right agencies in order to piece together a full picture of a child or adult and his or her circumstances. Single pieces of information can reveal a very different picture when combined together. To make this possible effective information sharing between professionals and local agencies is essential. This makes sure any issues can be spotted, the situation assessed, the right actions taken and the services a person needs provided.

**9.2** We must follow the **Data Protection Act 2018** when handling personal information.

- Personal information must be obtained and processed fairly and lawfully.
- It must only be disclosed in appropriate circumstances.
- Information kept should be accurate, relevant and not held for longer than necessary.
- It must be kept securely.

**9.3** The Data Protection Act allows for the disclosure of personal information without consent of the person it is about in certain situations. This includes if it will prevent or detect a crime, a child and/or adult.

**We cannot let fears about sharing information stand in the way of the need to safeguard and promote the welfare and protect the safety of children and adults at risk.**

**9.4** Ideally we'd gain verbal or written consent from a child, their parent(s) or adult at risk before any personal information relating to them is shared with **another authority**. However, we do not need to seek consent to share information if it might:

- be unsafe to seek – for example if it might increase the risk to the child
- cause an unjustified delay
- if it would prejudice the prevention, detection or prosecution of a serious crime.

**9.5** Staff can always seek advice from the safeguarding manager or the NSPCC helpline about whether or not to inform the child and their family where they have concerns that they intend to share.

**9.6** No one should assume that someone else will pass on information that they think may be critical to keeping a child or adult at risk safe.

**9.7** If an adult at risk shares any information suggesting that they are being abused, or if you are concerned that this may be happening, you have a responsibility to consider how this information will be treated.

## 10 What to do if you're worried about a child or adult at risk

**10.1** It's vital that everyone feels confident and knows how to share any worries they have about a child or adult at risk. It's really important that individuals don't feel that they need to have a definite answer or a complete picture about what might be going on in the life of a child or adult at risk but that if there's anything that causes a worry or concern they can share that to get advice and support.

**10.2** Our dedicated safeguarding team can offer advice, support and make sure we take any action needed to keep someone safe. We are passionate about making sure that every volunteer and staff has support and children and adults at risk can always be kept safe at any time. We have a partnership with the NSPCC to provide out-of-hours support 24 hours a day seven days a week.

**Diabetes UK Safeguarding Team:**

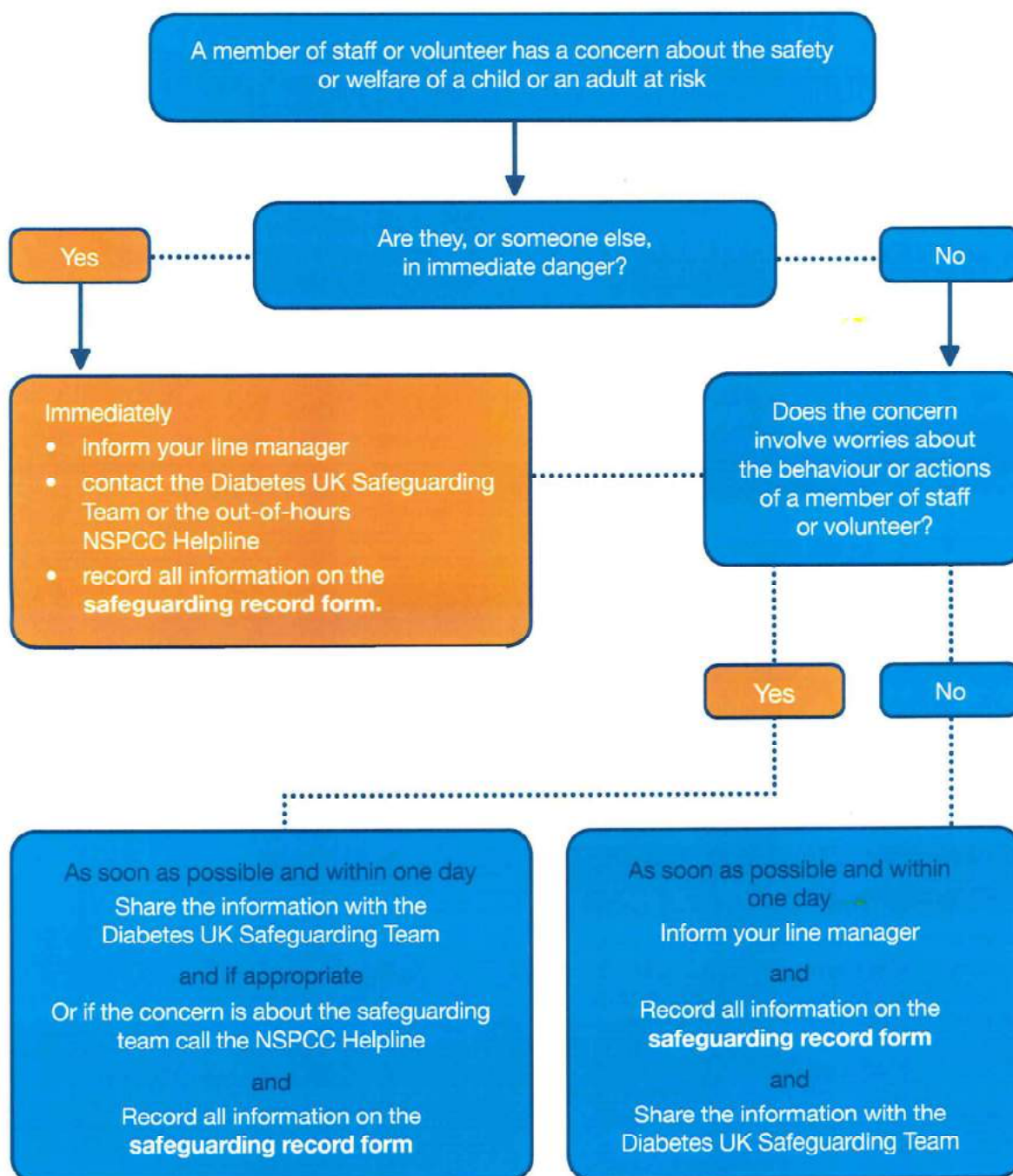
0207 424 1047

[Safeguarding@diabetes.org.uk](mailto:Safeguarding@diabetes.org.uk)

**NSPCC Helpline** 0808 800 5000

# What to do if you're worried about a child or adult at risk

## Our procedures



**Remember:** Don't wait until you're certain. Discuss any worries you have straight away. Support will be provided by the safeguarding team and the NSPCC to make sure we take any actions needed to keep people safe.

**Diabetes UK Safeguarding Team:**  
0207 424 1047  
Safeguarding@diabetes.org.uk  
Out of hours support and advice is available to all Diabetes UK volunteers  
**NSPCC Helpline** 0808 800 5000  
Please ensure you tell the advisor that you are calling from Diabetes UK.



## 11 Record keeping

**11.1** If anyone has a concern about the safety or welfare of a child or adult at risk then that information should be shared with the safeguarding team or NSPCC helpline – out-of-hours – without delay and one working day rather than 24 hours of the concern first being identified.

**11.2** There are actions everyone must take if they have information to share.

- 1 They need to inform their line manager about the concern;
- 2 They need to outline the nature and details of their concern(s) either by filling in the **online safeguarding record form** or by complete the **safeguarding record form** and emailing it to the safeguarding team [Safeguarding@diabetes.org.uk](mailto:Safeguarding@diabetes.org.uk). Please make sure you password protect any documents and provide the password by phone.
- 3 They need to inform their line manager and record any information shared and actions taken.

**Remember if you require urgent or out-of-hours advice please contact the NSPCC Helpline, stating that you are calling from Diabetes UK. In an emergency always dial 999 before completing the above steps.**

### 11.3 Retention of safeguarding information

We have a clear system to securely store personal sensitive safeguarding data in line with UK law and best practice.

Safeguarding concerns	Retention and review
Child or adult at risk safeguarding or welfare concerns which we've not referred to social services or the police.	One year after last contact with child or adult concerned
Child or adult at risk safeguarding or welfare concerns which we've referred to social services or the police.	Six years after last contact with child or adult
Concerns about staff or volunteers who work with children or adults at risk.	99 years

## 12 Staff and volunteers outside of their working or volunteering role

**12.1** When staff or volunteers are outside of their working or volunteering role they might identify concerns about the welfare or safety of a child or adults at risk. This might be in their own family or networks, community, neighbourhood or through other activities in which they participate. In this sense, they are like any other member of the public. Staff and volunteers should share their concerns with the NSPCC helpline or with the local authority children or adult social care service – or equivalent, or the police in the case of an emergency.

## Appendix 1 Summary of assessing level of suicide risk for adults at risk

### Level of risk – mild

Vulnerable adult appearing to suffer mental health difficulties possibly relating to suicidal thoughts but has no plan or intent.

**Action:** Signposting to specialist charities such as the Samaritans or MIND and their own GP.

### Level of risk – moderate

Vulnerable adult appearing to suffer mental health difficulties with clear indication of suicidal thoughts but no identified immediate risk or plan to take action.

**Action:** Referral to adult services/adult mental health care depending on the circumstances, and suggesting they contact specialist charities such as the Samaritans or MIND.

### Level of risk – moderate to severe

Vulnerable adult appearing to suffer mental health difficulties relating to suicidal thoughts has definite indicators like a plan, history of previous attempts or is demonstrating reckless behaviours.

**Action:** Referral to adult services/adult mental health care depending on the circumstances, and suggesting they talk to specialist charities such as the Samaritans or MIND.

### Level of risk – severe

Vulnerable adult appearing to suffer mental health difficulties relating to suicidal thoughts and definite immediate risk of life.

**Action:** Emergency services to act to preserve life and protect them or others. Request a police safe and well check and ambulance services if needed.

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**Remember:** We must **always** share any concerns about suicide or self-harm or issues relating to children and teenagers with their parents, carers or statutory authorities who have responsibility for safeguarding and child protection.





**Company No: 339181**  
**Charity Commission No: 215199**  
**Scottish Charity No: SC039136**

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**The British Diabetic Association**

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Incorporated on 11 April 1938

Adopted by Special Resolution passed on 5 July 1994 as amended by Special Resolutions passed on 30 July 1997; 29 July 1998; 20 July 2002; 4 September 2006; 29 September 2007; 27 September 2008; 26 September 2009; 2 July 2011; 12 May 2017 and 28 March 2018

Name of Company changed by Special Resolution passed on 9 June 1954

1. **NAME**

The name of the company is The British Diabetic Association ("the Charity").

2. **REGISTERED OFFICE**

The registered office of the Charity will be situated in England.

3. **OBJECTS**

The objects of the Charity (the "Objects") are:

- 3.1 to provide relief for people with diabetes and its related complications and to those who care for them;
- 3.2 to promote the welfare of people with diabetes and its related complications and of those who care for them;
- 3.3 to advance the understanding of diabetes by education of people with diabetes, the health professionals and others who care for them, and the general public; and
- 3.4 to promote and fund research related to the causes, prevention and cure of diabetes and into improvements in the management of the condition and its complications; and to publish the useful results of any such research.

4. **POWERS**

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

- 4.1 to promote, encourage, carry out or commission research, surveys, studies or other work, and to disseminate the useful results of any such research for the public benefit;
- 4.2 to provide or procure the provision of advice and guidance;
- 4.3 to provide services for people with diabetes and those who care for them;
- 4.4 to act as the authoritative and advisory body to safeguard the social and economic interests of people with diabetes;
- 4.5 to encourage action to help the general public reduce their risk of developing diabetes;
- 4.6 to seek to influence Government, and in particular the National Health Service, by making recommendations, setting standards and producing guide-lines to ensure the provision of the best possible statutory medical and support services for people with diabetes and those who care for them;
- 4.7 to arrange educational holidays and activities for young people and others living with diabetes;
- 4.8 to establish and support local groups for purposes of mutual support, education, campaigning or fundraising and to regulate fully such local groups' operation and conduct;

- 4.9 to promote, initiate, develop and carry out education and training and arrange and provide, or assist in arranging or providing, exhibitions, meetings, lectures, classes, seminars, workshops, courses or other events;
- 4.10 to promote competitions and exhibitions and provide prizes and to issue certificates and awards of merit;
- 4.11 to write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
- 4.12 to co-operate and enter into arrangements with other bodies in particular other charities, voluntary bodies and statutory authorities, in the United Kingdom and overseas, operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 4.13 to establish, promote, support, aid, amalgamate or co-operate with, become a partner or member or affiliate or associate of charitable institutions with objects similar to the Objects;
- 4.14 to purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institution whether corporate or unincorporate with objects similar to the Objects;
- 4.15 to raise funds (but not by means of taxable trading);
- 4.16 subject to any consent required by law, to borrow or raise money in such terms and on such security on such conditions as it may think suitable;
- 4.17 to purchase, lease, hire, receive in exchange or as a gift any interest whatever in real or personal property of all and any kinds and maintain and alter or equip it for use;
- 4.18 subject to any consent required by law to sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property of all and any kinds, with or without payment and subject to such conditions as it may think suitable;
- 4.19 to make grants or loans either in cash or assets and to give guarantees;
- 4.20 to set aside funds for special purposes or as reserves against future expenditure;
- 4.21 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert (unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so) and having regard to the suitability of investments and the need for diversification);
- 4.22 to delegate the management of investments to a financial expert, but only on terms that:
  - 4.22.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 4.22.2 every transaction is reported promptly to the Charity;
  - 4.22.3 the performance of the investments is reviewed regularly with the Trustees;

- 4.22.4 the Trustees are entitled to cancel the delegation arrangement on giving reasonable notice at any time;
- 4.22.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.22.6 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; and
- 4.22.7 the financial expert must not do anything outside the powers of the Trustees,
- 4.23 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom or, in the case of an investment or property outside the United Kingdom, a body corporate wherever incorporated or having its place of business) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.24 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when appropriate;
- 4.25 to insure any Trustee against the costs of a successful defence to a criminal prosecution brought against him or her as a charity trustee of the Charity or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or a breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or a breach of duty;
- 4.26 subject to Article 5, to employ paid or unpaid agents, employees and professional or other advisors;
- 4.27 to establish and maintain or procure the establishment of pensions and retirement benefits to employees of the Charity and to their dependants and pay contributions to funds or schemes for providing pensions and retirement benefits for employees of the Charity and their dependants;
- 4.28 to enter into contracts to provide services to or on behalf of other bodies;
- 4.29 to establish, promote, finance or assist subsidiary companies to assist or to act as agents for the Charity;
- 4.30 to undertake and execute any charitable trusts which may lawfully be undertaken by the Charity;
- 4.31 to pay the costs of forming the Charity; and
- 4.32 to do anything else within the law which promotes or helps to promote the Objects.

## 5. **BENEFITS TO MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but:
  - 5.1.1 Trustees may be paid interest at a reasonable and proper rate on money lent to the Charity;

- 5.1.2 Trustees may be paid a reasonable and proper rent or hiring fee for property let or hired to the Charity; and
- 5.1.3 Trustees may receive charitable benefits in their capacity as Beneficiaries.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
  - 5.2.1 as mentioned in Articles 4.25, 5.1.1, 5.1.2 or 5.1.3;
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 5.2.4 payment of fees, remuneration or other benefit to a company in which a Trustee has a membership interest of no more than a one per cent shareholding;
  - 5.2.5 payment of a research grant in respect of work conducted by a Trustee within an established research institution provided that:
    - (a) the research project shall have been subjected to an independent review by research peers in the field in which that Trustee shall not participate;
    - (b) the grant shall have been authorised by the Charity's Research Committee at a meeting from which the Trustee (if a member of the Committee) has withdrawn;
    - (c) no grant shall be paid to a Trustee in person but it shall be paid to the administrative body of the research institution by whom that Trustee is employed; and
    - (d) the Charity shall ensure that the grant is properly spent on the research for which it is granted;
  - 5.2.6 any payments made to any Trustee or officer under the indemnity provisions set out at Article 14; and
  - 5.2.7 in exceptional cases, other payments or benefits, (but only with the prior written approval of the Commission).

## 6. **MEMBERSHIP, LIMITED LIABILITY AND GUARANTEE**

- 6.1 The members of the Charity are Trustees.
- 6.2 Membership is terminated if the member concerned:
  - 6.2.1 gives written notice of resignation to the Charity;
  - 6.2.2 dies; or
  - 6.2.3 ceases to be a Trustee.

6.3 Membership is not transferable.

6.4 The liability of members of the Charity is limited.

6.5 Every member promises, if the Charity is dissolved while he or she remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

**7. PATRON, PRESIDENT AND VICE-PRESIDENT**

The Trustees may confer on any individual (with his or her consent) the title of Patron, President or Vice-President of the Charity for such period and on such terms as the Trustees may decide provided that such Patron, President or Vice-Presidents shall not be remunerated in any way except for reimbursement of reasonable out-of-pocket expense (including hotel and travel costs) actually incurred in performing their functions.

**8. GENERAL MEETINGS AND WRITTEN RESOLUTIONS**

*General Meetings*

8.1 The Trustees may call a general meeting at any time.

8.2 General meetings of the Charity shall be called and held in accordance with the provisions of the Companies Acts except that the quorum shall be the same as that set out on the quorum for meetings of the Board pursuant to these Articles.

*Written Resolutions*

8.3 Subject to Article 8.5, a written resolution of the Charity passed in accordance with these Articles 8.3 to 8.9 shall have effect as if passed by the Charity at a general meeting.

8.3.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.

8.3.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.

8.4 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.

8.5 A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.

8.6 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.

- 8.7 A member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 8.7.1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the member's signature.
- 8.7.2 If the document is sent to the Charity by electronic means, it is authenticated if it bears the member's signature or if it is accompanied by a statement of the identity of the member and the Charity has no reason to doubt the truth of that statement or if it is from an email address specified by the member to the Charity for the purposes of receiving documents or information by electronic means.
- 8.8 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 8.9 A proposed written resolution lapses if it is not passed within 72 days beginning with the circulation date.

9. **APPOINTMENT OF TRUSTEES AND TERMINATION OF OFFICE**

- 9.1 The Trustees as charity trustees have control of the Charity and its property and funds.

*Overall Composition of the Board*

- 9.2 The Board shall consist of at least eight and not more than fourteen individuals.
- 9.3 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 9.4 No person may be appointed as a Trustee:
- 9.4.1 unless he or she has attained the age of 18 years;
- 9.4.2 unless he or she satisfies the Relevant Criteria;
- 9.4.3 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 9.8; or
- 9.4.4 if he or she has previously been removed as a Trustee or on the ground of breach of the Trustee Code of Conduct as provided for in the Standing Orders, unless the Trustees resolve otherwise.

*Appointment of the Trustees*

- 9.5 The Trustees shall be appointed by resolution of the Board for terms of office of up to three years.
- 9.6 A Trustee may be re-appointed for further terms of up to three years provided that no Trustee may serve for more than a continuous period of nine years.
- 9.7 After serving for such terms as are permitted under Articles 9.5 and 9.6, a period of at least three years must elapse before a Trustee may be re-appointed and he or she may then be appointed for

up to two further terms of up to three years each after which he or she shall not be eligible for re-appointment.

#### *Termination of Office*

- 9.8 A Trustee's term of office automatically terminates if he or she:
- 9.8.1 is disqualified under the Charities Act 2011 from acting as a charity trustee;
  - 9.8.2 is disqualified under the Company Directors Disqualification Act 1986 from acting as a company director;
  - 9.8.3 the Trustees reasonably believe he or she is incapable, whether mentally or physically, of managing his or her own affairs and they resolve that he or she be removed from office;
  - 9.8.4 is absent without the permission of the Trustees from three consecutive meetings of the Board and the Trustees resolve that his or her office be vacated;
  - 9.8.5 ceases to be a member;
  - 9.8.6 is removed by ordinary resolution passed by the members in accordance with the Companies Acts;
  - 9.8.7 resigns by written notice to the Trustees; or
  - 9.8.8 is removed in accordance with procedures established by Standing Orders.

#### 10. **PROCEEDINGS OF TRUSTEES**

- 10.1 The Trustees must hold at least six meetings each year.
- 10.2 A quorum at a meeting of the Board is four Trustees or at least one-third of the number of Trustees holding office from time to time plus one, whichever is the greater. If the number of Trustees is less than the number fixed as a quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 10.3 The Chair or (if the Chair is unable or unwilling to do so) the Vice-Chair or (if the Chair and Vice-Chair are unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 10.4 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose signatures may be written on more than one document setting out or giving approval to the resolution and the resolution will be treated as passed on the date of the last signature).
- 10.5 Except for the chairperson of the meeting, who in the case of an equality of votes shall have a second or casting vote, every Trustee has one vote on each issue.
- 10.6 A meeting of the Board 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.



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

## **11. POWERS OF TRUSTEES**

- 11.1 The Trustees have the following powers in the administration of the Charity:

- 11.1.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Charity in accordance with the Companies Acts;

- 11.1.2 to appoint (and remove from those posts) a Chair, Vice-Chair and Treasurer from among their number who shall not be remunerated in any way for such period, subject to Articles 9.5 and 9.6, as the Board shall decide;

- 11.1.3 to establish and delegate any of their functions to committees in accordance with Standing Orders;

- 11.1.4 to make Standing Orders consistent with these Articles and the Companies Acts to govern, inter alia, proceedings at general meetings; a form of proxy; the Relevant Criteria for Trustees; appointment of Trustees; proceedings at Trustees' meetings; the functions, powers, composition and proceedings of committees and other bodies established pursuant to these Articles; codes of conduct and sanctions for non-compliance with those codes; and the administration of the Charity;

- 11.1.5 to establish procedures to assist the resolution of disputes within the Charity; and

- 11.1.6 to exercise any powers of the Charity which are not reserved to a general meeting.

- 11.2 No alteration of the Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.

- 11.3 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

## **12. CONFLICTS OF INTEREST**

- 12.1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.

- 12.2 Whenever a matter is to be discussed at a meeting and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 12.4, he or she must:

- 12.2.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

- 12.2.2 not be counted in the quorum for that part of the meeting; and

- 12.2.3 withdraw during the vote and have no vote on the matter.

- 12.3 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

*Trustees' Power to Authorise a Conflict of Interest*

- 12.4 The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:
- 12.4.1 where they consider it to be in the interests of the Charity, any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a Conflict of Interest; and
- 12.4.2 the manner in which a Conflict of Interest arising out of any Trustee's office, employment or position may be dealt with. For the avoidance of doubt, Trustees may modify or dispense with the requirements in Article 12.2. However, when deciding to give such authorisation the provisions of Article 12.2 shall be complied with;
- 12.4.3 provided that nothing in this Article 12.4 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with these Articles.
- 12.5 If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 12.4 then the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 12.6 A Trustee shall not be accountable to the Charity for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 12.4 (subject to any limits or conditions to which such approval was subject).
- 12.7 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

**13. RECORDS AND ACCOUNTS**

- 13.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 13.1.1 annual reports;
- 13.1.2 annual returns; and
- 13.1.3 annual statements of account.

- 13.2 The books of account of the Charity must show:
  - 13.2.1 all amounts received and expended by the Charity together with an explanation as to the nature of such transactions; and
  - 13.2.2 the assets and liabilities of the Charity.
- 13.3 The books of account must be kept at the registered office of the Charity or at such other place decided by the Trustees. The books of account must be made available for inspection by any member at any reasonable time during normal office hours.
- 13.4 A copy of the Charity's latest available statement of account must be supplied on request to any member, or to any other person who makes a written request and pays the Charity's reasonable costs relating to such request, within two months.
- 13.5 The Trustees must keep proper records of:
  - 13.5.1 all proceedings at general meetings;
  - 13.5.2 all proceedings at meetings of the Board;
  - 13.5.3 all proceedings at meetings of committees;
  - 13.5.4 all written resolutions, and
  - 13.5.5 all professional advice obtained.
- 14. **INDEMNITY**
  - 14.1 Without prejudice to any indemnity to which he or she may otherwise be entitled, every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts.
  - 14.2 The Trustees shall have power to resolve, pursuant to Article 4.25, to effect Trustees' indemnity insurance, despite their interest in such a policy.
- 15. **COMMUNICATIONS BY AND TO THE CHARITY**
  - 15.1 Subject to the provisions of the Companies Acts and these Articles:
    - 15.1.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Charity) by making it available on a website;
    - 15.1.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and
    - 15.1.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or

information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.

- 15.2 Any document or information (including any notice) sent to a member or Supporting Member may be sent to the member or Supporting Member's postal address as shown in the Charity's Register of Members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member or Supporting Member, provided that:
  - 15.2.1 a member or Supporting Member whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such member or Supporting Member shall be entitled to receive any notice from the Charity; and
  - 15.2.2 the Charity is not required to send notice of a general meeting or a copy of its annual report and accounts to the member for whom it no longer has a valid address.
- 15.3 Any document to be served on the Charity or on any officer of the Charity under the Articles may only be served:
  - 15.3.1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or
  - 15.3.2 in the case of documents in electronic form, by sending them by electronic means:
    - (a) to an address notified to the members or Supporting Members for that purpose; and
    - (b) from an address previously notified to the Charity by the member or Supporting Member for the purpose of sending and receiving documents and information.
- 15.4 A member or Supporting Member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 15.5 Where a document or information is sent or supplied under the Articles:
  - 15.5.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted;
  - 15.5.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed;
  - 15.5.3 Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:

- (a) the material is first made available on the website; or
  - (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 15.6 Where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable:
  - 15.6.1 if the document or information has been sent to a member and is notice of a general meeting or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Charity's Register of Members, but may in its discretion choose to do so; and
  - 15.6.2 in all other cases, the Charity will send a hard copy of the document or information to the member's or Supporting Member's postal address as shown in the Charity's Register of Members, or in the case of a recipient who is not a member or Supporting Member, to the last known postal address for that person;
  - 15.6.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.
- 15.7 A defect in the giving of notice of which the Trustees are unaware at the time, or the non-receipt of notice of a meeting by any person entitled to receive notice, shall not invalidate decisions taken at a meeting.
- 16. **SEAL**

The seal shall only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, it shall be signed by a Trustee and by the Secretary (if any) or by a second Trustee.

## 17. **DISSOLUTION**

- 17.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
  - 17.1.1 by transfer to one or more other bodies established for exclusively charitable purposes which are within the Objects or are the same as or similar to the Objects;
  - 17.1.2 directly for the Objects or charitable purposes within or similar to the Objects;
  - 17.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

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

18. **EXCLUSION OF MODEL ARTICLES**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

19. **INTERPRETATION**

19.1 In these Articles:

<b>'Articles'</b>	means these Articles of Association.
<b>'Beneficiaries'</b>	means a person with diabetes and its related complications or someone who cares for them, potential diabetes sufferers, or a healthcare professional.
<b>'Board'</b>	means the board of Trustees, being the governing body of the Charity.
<b>'Chair'</b>	means the chairperson of the Board.
<b>'Charity'</b>	means The British Diabetic Association, charity registration number 215199, the company governed by these Articles.
<b>'charitable'</b>	means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom For the avoidance of doubt, the system of law governing the constitution of the Charity is the law of England and Wales.
<b>'charity trustee(s)'</b>	has the meaning prescribed by section 177 of the Charities Act 2011.
<b>'clear day'</b>	means 24 hours from midnight following the relevant event.
<b>'Commission'</b>	means the Chanty Commission for England and Wales.
<b>'Companies Acts'</b>	has the meaning prescribed by section 2 of the Companies Act 2006.
<b>'Conflict of Interest'</b>	means any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity.

<b>‘electronic form’ and ‘electronic means’</b>	have the meanings respectively given to them in the Companies Act 2006.
<b>‘financial expert’</b>	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000.
<b>‘hard copy’ and ‘hard copy form’</b>	have the meanings respectively given to them in the Companies Act 2006.
<b>‘health care professional’</b>	means a person qualified in a profession that delivers health care.
<b>‘material benefit’</b>	means a benefit which may not be financial but has a monetary value.
<b>‘month’</b>	means calendar month.
<b>‘Objects’</b>	means the objects of the Charity as defined in Article 3.
<b>‘one percent shareholding’</b>	means an interest in shares in a company which represent no more than one per cent of the issued shares of the relevant class.
<b>‘Relevant Criteria’</b>	means the criteria that Trustees should possess set out in Standing Orders as made by the Trustees from time to time.
<b>‘Research Committee’</b>	means the committee established by the Trustees on terms of reference determined by the Trustees from time to time.
<b>‘Secretary’</b>	means the company secretary of the Charity (if any) or any other person appointed to perform the duties of the company secretary of the Charity.
<b>‘Supporting Member’</b>	means a person admitted to a category of supporting membership of the Charity on such terms and by such designation as the Board decides and, for the avoidance of doubt, a Supporting Member is not a member of the Charity for company law purposes unless he or she is appointed as a Trustee pursuant to these Articles (and “Supporting Members” has a corresponding meaning).
<b>‘taxable trading’</b>	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax.
<b>‘Trustee’</b>	means a director of the Charity as defined in the Companies Acts (and ‘Trustees’ has a corresponding meaning).

**'written' or 'in writing'** refers to a legible document on paper including a fax message.

**'year'** means calendar year.

19.2 Expressions defined in the Companies Acts have the same meaning in these Articles;

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