Fierce Group Pty Ltd as Trustee for the Fierce
Family Trust T/As Fierce Dance

ABN: 14 526 276 079 ACN: 644 600 591

www.fiercedance.com.au

#### **CONFLICT OF INTEREST POLICY**

## **PURPOSE**

The purpose of this policy is to protect the integrity of the activities of Fierce Group Pty Ltd and the employees, contracted workers, and students of Fierce Group Pty Ltd.

### **POLICY**

Activities and employees of Fierce Group Pty Ltd, contracted workers and students those must be free from conflicts of interest that could adversely influence their objectivity, judgment or loyalty to the Company.

It is recognised that some employees, contracted workers and/or students may take part in legitimate financial, business, charitable and/or other activities outside their work related to Fierce Group Pty Ltd. However, any potential conflict of interest raised by those activities must be disclosed at the point of engagement or promptly as and when they arise.

# **DEFINITION OF CONFLICTS OF INTEREST**

A conflict of interest exists when:

- Any activity undertaken by someone on behalf of the Fierce Group Pty Ltd has the potential
  to lead him or her or they to act contrary to Fierce Group Pty Ltd.'s interests in the classes,
  services and delivery of classes.
- A person who is connected to the partaking in class, providing a service or teaching at
  Fierce Group Pty Ltd, has interests in any other activity (including activities related to other
  areas of dance or fashion designing), which have the potential to lead that person to act
  contrary to his or her or their interests in that class, service, or delivery in content.
- An informed and reasonable observer would conclude that either of these situations was the

### IDENTIFYING AND MONITORING CONFLICTS OF INTEREST

- Fierce Group Pty Ltd will continuously monitor operations and employees, contracted workers and students to ensure that any conflicts of interest in relation to either are identified and mitigated as soon as possible.
- In order to achieve this, Fierce Group Pty Ltd will ensure, through monitoring, that activities undertaken by employees, contracted workers and/or students. Any conflicts identified must be reported to the Director directly. The Director is responsible for logging conflicts and ensuring that they are dealt with as soon as possible.
- Fierce Group Pty Ltd.'s staff is required to inform the company immediately of any personal conflicts of interest that arise at any given point.

#### AREAS OF POTENTIAL CONFLICT OF INTEREST

- Clash of classes dates and time.
- Clash of performances dates and time.
- Clash of rehearsals dates and time.
- Clash of competition dates and time.
- Teachers in jobs in the same industry.
- Accepting gifts or scholarships from another dance studio.



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## **CONFLICT ASSESSMENT**

- Where a conflict of interest is declared or arises, this should be reported to the company director for resolution.
- Any member of staff declaring a conflict of interest may not be allowed to work for the company in the intervening period until the matter is resolved.
- The company may impose such measures as seem to it to be fit and proper in relation to the resolution of a conflict of interest.
- On conclusion or termination of a contract, employees are bound by the Confidentiality Agreement signed upon their engagement. The terms of this agreement are dependent on the role

## ACTION TO BE TAKEN IN RESPECT OF CONFLICT OF INTEREST

Should any conflicts of interest be found as a result of ongoing monitoring, and particularly those which may lead to operations being compromised, disadvantage to learners, or any other Adverse Effect, these will be mitigated to ensure that there is the minimum amount of impact on learners.

## **RESPONSIBILITIES**

Fierce Group Pty Ltd Director Jasmine Stewart-Yates.