



The Catalyst Network – Rule Book

Version 1.2

CATALYST CARMARTHENSHIRE LIMITED

Rule Book

Created - July 2020

“Catalyst” is a trading name of Catalyst Carmarthenshire Limited a limited by guarantee company registered in England and Wales company number 12615411. The company’s registered office is: C/w Wynne and Co, Forestry House, Carmarthen, SA31 1TF

1. Mission Statement

1.1 Our mission is to create a flexible and supportive business network with an emphasis on supporting business growth in a sustainable and community focused way.

2. Using the Rule Book

2.1 This Rule Book sets out the main policies and procedures under which Catalyst will operate that you will need to be aware of as a member or potential member of the group. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to the Membership Committee.

2.2 The policies and procedures set out in this handbook apply to all members.

2.3 Our policies and procedures have been implemented following consultation with the members of Catalyst at the time of its incorporation.

3. Responsibility for the Rule Book

3.1 The Directors have overall responsibility for the operation of this Rule Book Handbook and for ensuring that its policies and procedures comply with our mission statement and any statutory obligations.

3.2 This Rule Book will be reviewed regularly by the Membership Committee in conjunction with the Directors to ensure that its provisions continue to meet our mission statement, any statutory obligations and reflect best practice and any decisions made by the group.

3.3 All members have a specific responsibility to operate in accordance with the provisions set out in this Rule Book, to ensure that they understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

- 3.4 All members have responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that other members adhere to the policies and procedures and promote our aims and objectives with regard to equal opportunities.
- 3.5 All members should ensure that they take the time to read and understand the content of this rule book and act in accordance with its aims and objectives. All members must ensure that they are familiar with and comply with and support its policies and procedures.
- 3.6 Questions about the content or application of the handbook should be directed to the Membership Committee. In addition, members are invited to submit any comments or proposals with regard to the handbook or any of its content to the Membership Committee in advance of each annual review.

4. Personal data

- 4.1 Whenever we process personal data about you in connection with our policies, we will process it in accordance with our Data Protection Policy. We will only process your personal data if we have a lawful basis for doing so.

5. Equal opportunities statement

Catalyst is committed to promoting equal opportunities. All members, potential members and guests will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.

6. Membership

- 6.1 Membership of Catalyst will be subject to the completion of an application form and require approval of the Membership Committee. New members will be subject to a three month probation period and will be required to attend four consecutive meetings prior to lodging their application form. Membership will be for a year and renewed annually.
- 6.2 Catalyst will offer Membership; Annual membership subscription fees will be calculated in accordance with the membership subscriptions as agreed by the Directors from time to time.
- 6.3 Prospective members and guests are welcome to attend by prior agreement. Guests will be charged a nominal fee per visit. Prospective members are permitted no more than four visits prior to the submission of an application form.

7. Attendance

- 7.1 Members are encouraged to make every effort to attend each meeting. If they are unable to attend, they should, wherever possible, arrange for a suitable substitute to attend in their place.
- 7.2 If a member is unable to attend in person, a virtual or substitute visitor can be used as an equivalent.
- 7.3 If a Member needs to take medical leave, other leave including maternity, paternity or adoption leave, or any other leave of absence for personal or compassionate reasons they should approach a member of the Membership Committee, in confidence, to discuss suitable arrangements. The Membership Committee will deal with all requests in an inclusive and empathetic manner.
- 7.4 Other than in exceptional circumstances, other leaves of absence exceeding 4 weeks must be agreed with the Membership Committee.

8. Training

- 8.1 Training needs will be identified through regular appraisals.

9. Termination of Membership

- 9.1 Membership will terminate on one of the following events:
- (a) Automatic lapse where a member does not renew;
 - (b) By majority decision of the Membership committee pursuant to section 11 or 13 below;
 - (c) Further to the Disciplinary Procedure referred to in sections 19 and 20 below; (d) Where membership fees remain outstanding for more than 56 days.

10. Application for Membership

- 10.1 Potential members are required to submit an application for membership on the designated Catalyst application form. Upon receipt of an application, the Membership Committee will convene a meeting, ordinarily within fourteen days, either in person or virtually, to consider the application. In determining whether the application for membership is successful, the Membership Committee shall have regard to all relevant matters including (but not limited to) the following:

- a) The nature of the Applicant's business;
 - b) The qualification, skills and reputation of the Applicant;
 - c) Any personal or professional recommendations or references submitted in support either by the Applicant or any existing members;
 - d) Any existing or potential conflict of interest or perceived conflict of interest;
 - e) The likelihood of the applicant being able to generate leads for existing members;
 - f) The likelihood of existing members being able to generate leads for the applicant.
- 10.2 The Membership Committee decision shall be made on the basis of a majority vote and any decision made by the Membership Committee will be final and not subject to challenge. The Membership Committee's decision as to whether to accept or reject an application will be communicated to the Applicant as soon as possible, usually within 72 hours of the meeting.
- 10.3 A member's first year of membership will be subject to a three month probation period. At the end of the probation period the Membership Committee will determine whether the Member should proceed to full membership, the Member's membership should be terminated, or the probation period extended by a further three months. Where the probation period is extended by a further period of three months, the Membership Committee will determine at the end of that period whether the member should proceed to full membership or whether the membership should be terminated, and a refund provided in relation to any advanced fees paid.

11. Renewal of Membership

- 11.1 Any application for renewal should be submitted at least four weeks in advance of the renewal date.
- 11.2 Where an application for renewal is received, the Membership Committee will convene a meeting ordinarily within fourteen days, either in person or virtually, to consider the renewal application. In determining whether the application for renewal of membership is successful, the Membership Committee shall have regard to all relevant matters including (but not limited to) the matters referred to in section 10.1 above and also the following:
- a) The member's contributions to date both in terms of generating leads and in terms of the wider social, educational and community aims of the group;

- b) Any feedback received from other members;
- c) The benefit received by the member to date including leads and/or opportunities received.

11.3 The Membership Committee's decision shall be made on the basis of a majority vote and any decision made by the Membership Committee will be final. The Membership Committee's decision as to whether to accept or reject an application for renewal will be communicated to the member as soon as possible, usually within 72 hours of the meeting.

12. Meetings

12.1 Catalyst will meet on a weekly basis, usually in person. On occasions meetings may be suspended and meetings convened virtually to comply with Government regulations or guidelines or at the discretion of the Directors, for example in cases of adverse weather.

12.2 Subject to sections 6 and 7 above, members are expected to attend on a regular basis.

12.3 The Connections Monitor will maintain a log of "leads" and forms of assistance given by any member to another. Each member is responsible for notifying the Connections Monitor of this information. Where possible information should be communicated on a weekly basis to enable the Connections Monitor to collate an accurate and up to date record of connections.

13. Review of Membership

13.1 Part of Catalyst's ethos is to form a supportive and inclusive networking group. This involves members both generating and receiving leads and connections. Catalyst considers it unethical to allow membership to continue where a member derives no tangible benefit from the membership.

13.2 The Connections Monitor will provide the Membership Committee with a log of all "leads" on a quarterly basis. The Membership Committee will endeavour to meet (either in person or virtually) within fourteen days of receiving that log to discuss any concerns relating to members' contributions or benefits. Where concerns arise a membership Committee member will be allocated to meet with the member in question to discuss these concerns and to ascertain whether help or assistance may be required and where possible to provide such support for a period of up to twelve weeks.

13.3 In circumstances where at the end of that twelve weeks there has been no marked improvement in the member's performance or the benefits being received by the member, the Membership Committee will meet to formally review the member's membership. In

doing so, the Membership Committee will consider the matters referred to in sections 10.1 and 11.3 above and decide whether on balance it is in the interests of the Group and the member for the membership to continue. If a decision is made that the membership should be terminated the member will receive a refund of all advance fees paid.

14. Roles

Host – The role of the Host is to chair the meetings.

Membership Committee – this comprises five members – the function of the committee is to manage the membership of the group.

Marketing and Publicity Committee – this comprises three members – the function of the committee is to coordinate marketing collateral and promote the group internally and externally.

Connections Monitor - the role of Connections Monitor is to log and record connections and assistance given or received by members.

Finance Officer – the Finance Officer is responsible for ensuring that the groups finances are properly recorded, and the accounts are filed on time.

Scheduler – the Scheduler is responsible for scheduling weekly snapshots, business briefings and visitor days.

Venue Liaison officer- the VLO is responsible for liaising with the meeting venue and securing any equipment required.

Dispute Resolution Officer – The DRO is responsible for managing any complaints, conflicts or concerns that arise and implementing the disciplinary and grievance procedures

Events Organiser – the EO is responsible for coordinating both business and social events

Welcome Team – this comprises three members and is designed to introduce, welcome and assist visitors at physical meetings

Social Enterprise/Charity Liaison – responsible for coordinating and furthering the groups social enterprise and charity aims.

15. Renewal and Election

15.1 All members are entitled to nominate their co-members or self-nominate for any role on an annual basis. All nominations should be submitted in writing to the Directors by no later than 1st August each year.

15.2 The Directors will meet within 21 days of the 1st August to consider the nominations and allocate roles for the forthcoming year. In determining which roles should be allocated to each member the Directors shall have regard to all relevant information including but not limited to)

- (a) Other nominations received;
- (b) Previous experience/skills/qualifications of members; (c) Suitability for role.

The Directors decision in relation to the allocation of roles is final and cannot be challenged.

15.3 The Directors will speak to each member regarding their proposed new role in advance of the AGM. No member will be compelled to accept a role, but they are encouraged to do so.

15.4 New roles will be ratified at the AGM.

16. AGM

16.1 Catalyst will hold an Annual General Meeting, during the month of September, which all members should endeavour to attend. An agenda will be circulated at least 21 days in advance and will include (but not be limited to) the following:

- (a) Group Finances;
- (b) Renewal of Roles;
- (c) Community Benefits; (d) Any other business.

16.2 Any member wanting to raise additional matters at the AGM, should notify any of the Directors in writing at least fourteen days in advance of the AGM.

17. Anti-harassment and bullying policy

17.1 Catalyst Carmarthen is committed to providing a business environment free from harassment and bullying and ensuring all members are treated, and treat others, with dignity and respect.

Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

- (i) It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- (ii) Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- (iii) Harassment may include, for example:
 - (A) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
 - (B) continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;
 - (C) sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
 - (D) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
 - (E) racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
 - (F) outing or threatening to out someone as gay or lesbian; (G) offensive emails, text messages or social media content; or
 - (H) mocking, mimicking or belittling a person's disability.
- (iv) A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened.

Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.

- (v) Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:
 - (A) physical or psychological threats;
 - (B) overbearing and intimidating levels of supervision;
 - (C) inappropriate derogatory remarks about someone's performance;
- (vi) Legitimate, reasonable and constructive criticism of a member's performance or behaviour, or reasonable instructions given to members in the course of their membership will not amount to bullying on their own.
 - (b) If you are being harassed or bullied: informal steps
 - (i) If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak, in confidence to a member of the Membership Committee who can provide confidential advice and assistance in resolving the issue formally or informally.
 - (ii) If informal steps are not appropriate, or have been unsuccessful, you should follow the formal procedure set out below and/or refer to our Grievance Procedure. (c) Raising a formal complaint
 - (i) If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to the Dispute Resolution Officer whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it, in confidence, to any other member of the Membership Committee.
 - (ii) Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.
 - (iii) As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all member and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so. (d) Formal investigations
 - (i) We will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation should be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.

- (ii) We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You will be given a provisional timetable for the investigation. The investigator will arrange further meetings with you as appropriate throughout the investigation.
- (iii) It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.
- (iv) At the end of the investigation, the investigator will submit a report to the Membership Committee to consider the complaint. The Dispute Resolution Officer will arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken.

(e) Action following the investigation

- (i) If the Membership Committee considers that harassment or bullying has occurred, prompt action will be taken to address it and if appropriate will deal with a case of misconduct or gross misconduct under our Disciplinary Procedure.
- (ii) Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the person concerned.
- (iii) Any member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure. (f)

Appeals

- (i) If you are not satisfied with the outcome you may appeal in writing to The Chair stating your full grounds of appeal, within one week of the date on which the decision was given to you.
- (ii) We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by another member of the leadership team.
- (iii) We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

(g) Protection and support for those involved

- (i) Members who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

18. Anti-corruption and bribery Statement

18.1 Policy statement

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships

wherever we operate and implementing and enforcing effective systems to counter bribery and corruption.

11.2 It is not acceptable for you (or someone on your behalf) to:

- (A) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- (B) give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
- (C) accept a payment, gift or hospitality from a third party that you know, or suspect is offered with the expectation that it we will provide a business advantage for them or anyone else in return;
- (D) accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.
- (E) threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- (F) engage in any other activity that might lead to a breach of this policy.

19. Grievance and Disciplinary rules

12.1 The aim of the Disciplinary Rules and Disciplinary Procedure is to set out the standards of conduct expected of all members and to provide a framework within which we can maintain those standards and encourage improvement where necessary.

(a) Misconduct - The following are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:

- (A) Minor breaches of our policies;
- (B) Damage to, or unauthorised use of, our property;
- (C) Poor timekeeping;
- (D) Time wasting;
- (E) Repeated unauthorised absence from meetings
- (F) Refusal to follow instructions;
- (G) Obscene language or other offensive behaviour.

This list is intended as a guide and is not exhaustive.

(b) Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably

damage the working relationship and trust between us. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to expulsion from the group.

- (i) The following are examples of matters that are normally regarded as gross misconduct:
 - (A) Theft or fraud;
 - (B) Physical violence or bullying;
 - (C) Actual or threatened violence, or behaviour which provokes violence;
 - (D) Deliberate and serious damage to property;
 - (E) Serious misuse of our property or name;
 - (F) Unlawful discrimination or harassment;
 - (G) Bringing the group into serious disrepute;
 - (H) Serious breach of confidence;
 - (I) Accepting or offering a bribe or other secret payment
 - (J) Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our members, customers or the public, or otherwise affects your suitability to continue to be a member.
 - (K) Knowing breach of statutory rules affecting your work;
 - (L) Harassment of, or discrimination against, members, guests clients or members of the public, related to gender, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age;
 - (M) Making untrue allegations in bad faith against a member.

This list is intended as a guide and is not exhaustive.

20. Disciplinary procedure

- (a) About this procedure
- (i) The aims of this Disciplinary Procedure are to provide a framework within which the group can work with members to maintain satisfactory standards of conduct and to encourage improvement where necessary. The standards of conduct expected of all members are set out in the Disciplinary Rules which are shown below.

- (ii) It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give members the opportunity to respond before taking any formal action.

- (b) Minor conduct issues

- (i) Minor conduct issues can often be resolved informally between you and your members. These discussions should be held in private and without undue delay whenever there is cause for concern. Formal steps can be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

- (c) Confidentiality

- (i) Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All members must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
 - (ii) You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.
 - (iii) You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

- (d) Investigations

- (i) The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.
 - (ii) Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
 - (iii) You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

- (e) Criminal allegations

- (i) Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
 - (ii) We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.

(iii) A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your membership. (f) Suspension

- (i) In some circumstances we may need to suspend you from the group. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not attend any meetings or contact any of our members unless you have been authorised to do so by the Chair.
- (ii) Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations

(g) Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary meeting. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the meeting that the allegations are true. We will also include the following where appropriate a summary of relevant information gathered during the investigation and a copy of any relevant documents which will be used at the disciplinary hearing.

- (i) We will give you written notice of the date, time and place of the disciplinary meeting. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually between two and five days to consider the information we have given you in advance of the meeting. based on the information we have given you.
- (ii) You must make every effort to attend the meeting and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.
- (iii) The meeting will be chaired by the Dispute Resolution Officer. Two members of the leadership team will also be present.
- (iv) At the disciplinary meeting we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own.
- (v) We may adjourn the disciplinary meeting if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- (vi) We will inform you in writing of our decision and our reasons for it, usually within one week of the disciplinary meeting. Where possible we will also explain this information to you in person.

- (h) Disciplinary penalties
- (i) The usual penalties for misconduct are set out below. No penalty should be imposed without a formal disciplinary meeting taking place. We aim to treat all members fairly and consistently, and a penalty imposed on another member for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.
- (ii) You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.
- (iii) **Stage 1 - First written warning.** It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.
- (iv) **Stage 2 - Final written warning.** It will usually be appropriate for:
 - (A) misconduct where there is already an active written warning on your record; or
 - (B) misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.
- (v) **Stage 3 – Termination** It will usually only be appropriate for:
 - (A) any misconduct during your probationary period;
 - (B) further misconduct where there is an active final written warning on your record; or
 - (C) any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate expulsion without notice.
- (i) Appeals
- (i) If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to The Dispute Resolution Officer within one week of the date on which you were informed of the decision.
- (ii) If you are appealing against expulsion, the date on which expulsion takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated as a member.
- (iii) If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.

- (iv) We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.
- (v) The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.
- (vi) Where possible, the appeal hearing will be conducted impartially by another member of the Leadership Team plus a member of the Membership Committee who has not been previously involved in the case.
- (vii) We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- (viii) Following the appeal hearing we may:
 - (A) confirm the original decision;
 - (B) revoke the original decision; or (C) substitute a different penalty.
- (ix) We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

21. Grievance procedure

- (a) About this procedure
 - (i) It is our policy to deal with any grievances raised by members fairly and without unreasonable delay. We aim to investigate any formal grievance you raise, hold a meeting to discuss it with you, inform you in writing of the outcome, and give you a right of appeal if you are not satisfied.
 - (ii) This procedure applies to all members regardless of length of membership.

(b) Raising grievances informally

Most grievances can be resolved quickly and informally through discussion with a member of the Membership Committee. If this does not resolve the issue, you should follow the formal procedure below.

(c) Formal written grievances

- (i) If your grievance cannot be resolved informally you should put it in writing and submit it to the Dispute Resolution Officer indicating that it is a formal grievance. If the grievance concerns the Dispute Resolution Officer, you may submit it to another member of the Membership Committee instead.
- (ii) The written grievance should contain a brief description of the nature of your complaint, including any relevant facts, dates, and names of individuals involved. In some situations we may ask you to provide further information. (d) Investigations
- (i) It may be necessary for us to carry out an investigation into your grievance. The amount of any investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.
- (ii) You must co-operate fully and promptly in any investigation. This may include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending interviews, as part of our investigation.
- (iii) We may initiate an investigation before holding a grievance meeting where we consider this appropriate. In other cases we may hold a grievance meeting before deciding what investigation (if any) to carry out. In those cases we will hold a further grievance meeting with you after our investigation and before we reach a decision. (e) Grievance meetings
- (i) We will arrange a grievance meeting, normally within one week of receiving your written grievance.
- (ii) You should make every effort to attend grievance meetings. If you or your companion cannot attend at the time specified, you should inform us immediately and we will try, within reason, to agree an alternative time.
- (iii) The purpose of a grievance meeting is to enable you to explain your grievance and how you think it should be resolved, and to assist us to reach a decision based on the available evidence and the representations you have made.
- (iv) After an initial grievance meeting we may carry out further investigations and hold further grievance meetings as we consider appropriate. Such meetings will be arranged without unreasonable delay.
- (v) We will write to you, usually within one week of the final grievance meeting, to inform you of the outcome of your grievance and any further action that we intend to take to resolve the grievance. We will also remind you of your right of appeal. Where appropriate we may hold a meeting to give you this information in person. (f) Appeals
- (i) If the grievance has not been resolved to your satisfaction you may appeal in writing to the Chair stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- (ii) We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a member of the Leadership Team who has

not previously been involved in the case (although they may ask anyone previously involved to be present).

- (iii) We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

22. Social media policy

22.1 This policy is in place to minimise the risks to our business through use of social media

This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.

22..2 This policy covers all members and guests.

- (a) Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum. For example, you are prohibited from using social media to:

- (A) breach any members obligations with respect to the rules of relevant regulatory bodies;
- (B) breach any obligations contained in those policies relating to confidentiality;
- (C) breach our Disciplinary Policy or procedures;
- (D) harass or bully members or third parties in any way
- (E) unlawfully discriminate against other members or third parties or breach our Equal Opportunities Policy;
- (F) breach our Data Protection Policy (for example, never disclose personal information about a member online); or
- (G) breach any other laws or regulatory requirements.

22.3 Members who breach any of the above policies will be subject to disciplinary action up to and including expulsion.

23. Data Protection/Privacy Policy DATA PROTECTION & PRIVACY

23.1 Privacy Policy

This privacy policy aims to give you information on how Catalyst collects and processes your personal data through your participation in the Catalyst group.

It is important that you read this privacy policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements other notices and privacy policies and is not intended to override them.

23.2 Controller

Catalyst Carmarthenshire Ltd is the controller and responsible for your personal data (collectively referred to as "Catalyst", "we", "us" or "our" in this privacy policy).

CONTACT DETAILS

If you have any questions about this privacy policy or our privacy practices, please contact the Directors of Catalyst in the following ways:

Full name of legal entity: Catalyst Carmarthenshire Ltd

Postal address: C/w Wynne and Co, Forestry House, Carmarthen, SA31 1TF

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

23.3 Changes to the Privacy Policy and your Duty to Inform us of Changes We

keep our privacy policy under regular review.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

23.4 The Data we Collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- Identity Data includes first name, last name, username or similar identifier, title, date of birth, occupation and gender.
- Contact Data includes billing address, home address, trading address, email address and telephone numbers.

- Financial Data includes bank account and payment card details.
- Transaction Data includes details about payments to and from you and other details of products and services you have purchased from us.
- Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access Catalyst websites and social media.
- Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

23.5 If you fail to Provide Personal Data

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with services or membership benefits). In this case, we may have to cancel a service or membership you have with us but we will notify you if this is the case at the time.

23.6 How is your Personal Data Collected?

We use different methods to collect data from and about you including through:

- Direct interactions. You may give us your Identity, Contact and Financial Data]by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you
 - Become a member
 - Apply for membership renewal
 - Log a visitor
 - Log leads or connections
 - subscribe to our service or publications;
 - request marketing to be sent to you;
 - enter a competition, promotion or survey; or
 - give us feedback or contact us.

- Automated technologies or interactions. As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns.
- Third parties or publicly available sources. We may receive personal data about you from various third parties and public sources as set out below
- Technical Data from the following parties:
 - (a) analytics providers such as Google based outside the EU;
 - (b) advertising networks or social media networks based inside or outside the EU; and
 - (c) search information providers based inside or outside the EU.
- Contact, Financial and Transaction Data from providers of technical, payment and delivery services based inside or outside the EU.
- Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the EU.

23.7 How we use your Personal Data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data although we will get your consent before sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

23.8 Purposes for which we will use your Personal Data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a member	(a) Identity (b) Contact	Performance of a contract with you

To process and deliver your membership (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing Communications and	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity and (b) Contact (c) Profile (d) Marketing Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing Communications and	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing Communications (f) Technical and	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our

To make suggestions and (a) Identity
recommendations to you (b) Contact

about goods or services that may be of interest to you	(c) Technical	Necessary for our legitimate interests
	(d) Usage	(to develop our products/services and grow our business)
business and to inform our marketing strategy)	(e) Profile	
	(f) Marketing and Communications	

Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

Promotional Offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased membership or services from us and you have not opted out of receiving that marketing.

Third-Party Marketing

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

Opting-out

You can ask us or third parties to stop sending you marketing messages at any time by logging into the Catalyst website and checking or unchecking relevant boxes to adjust your marketing preferences by contacting us at any time.

Change of Purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

Disclosure of your Personal Data

We may share your personal data with the parties set out below for the purposes set out in the table above.

- External Third Parties as set out in below
- Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

International Transfers

We do not transfer your personal data outside the European Economic Area (EEA).

Data Security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

23.9 Data Retention

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

By law we have to keep basic information about our members (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

Under certain circumstances, you have rights under data protection laws in relation to your personal data. These can include the following:

- *Request access to your personal data*
- *Request correction of your personal data*
- *Request erasure of your personal data*
- *Object to processing of your personal data*
- *Request restriction of processing your personal data •*
Request transfer of your personal data
- *Right to withdraw consent.*

If you wish to exercise any of the rights set out above, [please contact us the Directors of Catalyst.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

23.10 Glossary

Lawful Basis

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal obligation means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

External Third Parties

- Service providers acting as processors based inside or outside the EU who provide IT and system administration services.
- Professional advisers acting as processors or joint controllers including lawyers, accountants, bankers, auditors and insurers based inside the United Kingdom who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

23.11 Your Rights

You have the right to:

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- If you want us to establish the data's accuracy.
- Where our use of the data is unlawful but you do not want us to erase it.
- Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.
- You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

24. Charity & Social Enterprise

Catalyst are keen to embrace community, charity and social enterprise projects throughout West Wales. Any member who wishes to put forward any proposals for projects or contributions (be they financial or time commitments) should do so through the Community Liaison Officer who will address these issues during the relevant part of each meeting.