



REIDVALE HOUSING ASSOCIATION

Entitlements, Payments and Benefits Policy

Policy Approved	28 th April 2021
Amended	28 September 2022
Due for Review	April 2024
Author	Interim Director

CONTENTS

1. INTRODUCTION	1
2. POLICY STATEMENT	1
3. WHAT THIS POLICY COVERS	2
4. LINKS TO OTHER POLICIES.....	3
5. MANAGING YOUR INTERESTS	3
6. PEOPLE CONNECTED TO YOU.....	6
7. USE OF OUR CONTRACTORS AND SUPPLIERS	7
8. REVIEW OF POLICY.....	8
APPENDIX A Entitlements, Payments and Benefits.....	9
APPENDIX B- Approved Contractors List	19
APPENDIX C ENTITLEMENTS, PAYMENTS AND BENEFITS DECLARATION FORM.....	24

1. INTRODUCTION

Who this Policy Affects

1.1 This policy is aimed at:

- All members of Reidvale Housing Association's Governing body
- Everyone who works or volunteers for us.

1.2 For the remainder of this policy the above will be referred to as "our people".

1.3 Reidvale Housing Association operates in accordance with:

- Statutory requirements
- The standards set down in the Scottish Social Housing Charter
- The requirements of the Scottish Housing Regulator.

1.4 Reidvale Housing Association is committed to recognising diversity and ensuring equality to all persons or groups within its area of operations in every aspect of its activities. We abide by the terms of the Equality Act 2010 which incorporates all of the main pieces of discrimination legislation. No persons or groups of persons will be treated less favourably than any other persons or groups of persons because of their sex, marital status, family circumstances, race or national origins, disability, age, religion, political orientation or sexual orientation. In line with this commitment to equality, this policy can be made available free of charge in a variety of formats including large print, braille, translated into another language or put on to audio tape.

2. POLICY STATEMENT

2.1 Reidvale Housing Association is a registered social landlord (RSL) and a Scottish Charity. We are members of a sector that has a strong reputation for integrity and accountability to the people we exist to help and to our Regulators, partners and funders. We must ensure that our reputation and that of the sector is upheld. Our people cannot benefit inappropriately from their connection with Reidvale Housing Association.

2.2 This policy describes the entitlements, payments and benefits our people are able to receive. It also describes what is not permitted and the arrangements that we have in place to ensure that the requirements of this policy are observed.

2.3 Our Rules require that we have a policy dealing with payments and benefits¹. The Scottish Housing Regulator (SHR) requires us to have a policy that sets out what payments and benefits we permit and to ensure that these arrangements

¹ SFHA (2020) [Charitable Model Rules, Rule 38](#)

demonstrate transparency, honesty and propriety². We must ensure there is no justifiable public perception of impropriety. This policy is based on the SFHA's Model Entitlements Payments and Benefits Policy, which the SHR have confirmed meets their regulatory requirements.

- 2.4 As we are a Scottish Charity, all our Governing Body Members must also ensure that they comply with the Office of the Scottish Charity Regulator (OSCR) guidance to Charity Trustees³ and charity legislation.
- 2.5 This policy is intended to be a practical document that supports us in meeting all of the above requirements, ensuring that none of our people benefits (or is seen to benefit) improperly or inappropriately from their involvement with us, but also that they are not unfairly disadvantaged. We expect our people to act in good faith, and in applying the terms of this policy we will always take this into account.
- 2.6 As someone who is affected by this policy you are personally responsible for ensuring that you are familiar with and comply with its terms.⁴
- 2.7 At all times the Association expect a common-sense approach to be applied to the interpretation and application of this policy. If you are unsure about anything relating to benefits, payments or entitlements you should consult with the Chair or Director (if you are a member of the governing body) or with your line manager (if you are a member of staff).

3. WHAT THIS POLICY COVERS

3.1 This policy covers:

- Managing interests
 - registering and declaring interests
 - entitlements, payments and benefits
- Managing the interests of people connected to you
 - who else you should consider when declaring interests
 - what you should consider
- Use of our contractors/suppliers by our people.

² Scottish Housing Regulator (February 2019) [Regulatory Framework Standard 5.4](#)

³ Office of the Scottish Charity Regulator (2017) [Guidance for Charity Trustees](#)

⁴ Code of Conduct for Committee Members; Code of Conduct for Staff

4. LINKS TO OTHER POLICIES

- 4.1 The Code of Conduct is linked to this policy. Failure to comply with the terms of this policy may be regarded as a breach of the Code of Conduct.
- 4.2 You are also required to be familiar with and observe the terms of our Anti-Bribery and Fraud Policy. We prohibit any attempt to induce the Association or its people to offer preferential services or business terms and we will at all times comply with the Bribery Act 2010.
- 4.3 Our policies relating to the following are also relevant to this document and must be complied with at all times:
- Allocations
 - Repairs and Improvements
 - Adaptations
 - Procurement
 - Training
 - Recruitment
 - Expenses
- 4.4 Please note that this list is not exhaustive and you are required to comply with all of our policies and procedures.

5. MANAGING YOUR INTERESTS

Registering and Declaring Interests

- 5.1 In order to protect our reputation and demonstrate that we conduct our affairs with openness, honesty and integrity, we maintain a Register of Interests. You must record in this register any interests that you or someone connected to you (see Section 6) has which are relevant to our business and/or our activities. You will be required to maintain the accuracy of the interests you declare and to confirm annually that your entry is accurate and up to date.
- 5.2 Where you have an interest in any matter that is being discussed or considered, including at a meeting, you must declare your interest and play no part in the consideration, discussion and decision-making; you must withdraw from any part of a meeting where the interest arises and play no part in the discussion. Our Rules require that any Governing Body member who has an interest in a matter that is being considered withdraws from all discussions and plays no part in decision-making⁵

⁵ SFHA (2020) [Charitable Model Rules 2020 Rule 38](#)

- 5.3 The Codes of Conduct which our Governing Body and staff are required to uphold contain requirements about Declaring Interests that you should comply with at all times.
- 5.4 An annual report will be made to our Governing Body on the entitlements, payments and benefits that have been recorded in the Register by our people.
- 5.5 The following are examples of the kind of interest that you must declare. Please note that this list is not exhaustive, and there may be other interests that you should also declare.
- Tenancy of a property of which we are the landlord.
 - Occupancy or ownership of a property which is factored or receives property related services from us.
 - Receipt of care or support services from us.
 - Membership of a community or other voluntary organisation that is active in the area we serve.
 - Voluntary work with another RSL or with an organisation that does, or is likely to do, business with us.
 - Membership of the governing body of another RSL.
 - Being an elected member of any local authority where we are active.
 - If you purchase goods or services from us.
 - If you purchase goods or services from one of our contractors or suppliers (see section 7).
 - Significant shareholding in a company that we do business with (or are considering doing business with).
 - Membership of any other body whose interests and/or activities may directly affect our work or activities.
 - Ownership of land or property in our areas of operation. This excludes property for the purpose of your own residential use (i.e. there is no requirement for you to declare any house in which you currently live).
 - Unresolved dispute relating to the provision of services in connection

with a tenancy or occupancy agreement or a contractual dispute over the provision of goods or services with us.

5.6 You should note that in some circumstances, declaration of an interest may not be sufficient, and that it may be necessary for the organisation to take additional measures to deal satisfactorily with the situation so as to protect the probity and reputations of both yourself and the organisation.

5.7 All declarations should be made using the Entitlements, Payments and Benefit Declaration Form at Appendix C.

Entitlements, Payments and Benefits

5.8 Many of the interests you will be required to declare can be classed as entitlements, payments or benefits.

5.9 As one of our people you could potentially be offered benefits over and above that to which you are entitled (as a result of policy or contractual terms), such as gifts or hospitality from external parties. Such offers would be as a direct result of you being one of our people and cannot always be accepted. We require that any such offers are managed and recorded very carefully to ensure the highest levels of probity in our organisation. Our people should not benefit – or be seen to benefit – inappropriately from their involvement with us.

5.10 Apart from payments our people are entitled to by contract, statute, policy or other agreement (e.g. salary, expenses), we will only make a payment to, or accept a payment from, someone affected by this policy in exceptional circumstances. Appendix A explains the payments we can and cannot make in more detail.

5.11 As we contribute to the economy of the area we work in and we have commercial and business relationships with many different companies, contractors, suppliers and service providers, you must ensure that we are fully aware of any connection that you or someone you are close to (see Section 6) has with any of these businesses or organisations.

5.12 Some entitlements, payments and benefits we can never permit, and others we have additional requirements or conditions that must be met before we can permit.

5.13 Appendix A lists the entitlements, payments and benefits that fall under this policy, and states:

- Which could be permitted by the organisation.
- Which will never be permitted by the organisation.
- Which you require to declare in the register of interests.
- Any other further requirements the organisation has before permitting.

6. PEOPLE CONNECTED TO YOU

Who Else Should You Consider When Declaring Interests

- 6.1 Someone ‘closely connected’ to you includes members of your household, family members and other relatives and your friends.
- 6.2 As well as considering your own actions, you must be aware of the potential risk created by the actions of people to whom you are closely connected. Who you should consider, and our expectations of you to identify and declare such actions are set out Table A below. If you are in any doubt about whether or not a declaration is required, you should consult the Chair, Director or, for staff, your line manager.

TABLE A

Group	Required Response
<p>Members of your household</p> <p>This includes: Anyone who normally lives as part of your household (whether related to you or otherwise) Those who are part of your household but work or study away from home</p>	<p>We expect you to be aware of and declare any relevant actions of all people in your household. You must take steps to identify, declare and manage these.</p>
<p>Partner, Relatives and friends</p> <p>This includes: Your partner (if not part of household) Your relatives and their partners Your partner’s close relatives (i.e. parent, child, brother or sister) Your friends Anyone you are dependent upon or who is dependent upon you</p>	<p>Where you have a close connection and are in regular contact with anyone within this group, we expect you to be aware of and declare any relevant actions. Under these circumstances, you must take steps to identify, declare and manage these actions.</p> <p>Where you do not have a close connection and regular contact with someone in this group, we do not expect you to be aware of or to go to unreasonable lengths to identify any relevant actions. However, if you happen to become aware of relevant actions by such individuals, then these should be declared and managed as soon as possible.</p>

What You Need to Consider

6.3 The following are the actions/ involvement by those **to whom you are closely connected** that, should consider, declare and manage as per our expectations outlined in Table A (please be aware that this list is not exhaustive or exclusive):

- A significant interest in a company or supplier that we do business with (or are considering doing business with) or which is on our approved list. A significant interest means ownership (whole or part) or a substantial shareholding in a business that distributes profits, but does not include where an individual has shares in large companies such as banks, utility companies or national corporations i.e., where owning shares would not give the individual any significant influence over the activities of that organisation.
- Where the individual may benefit financially from a company we do business with (or are considering doing business with) or is on our approved list.
- Involvement in the management of any company or supplier that we do business with (or are considering doing business with) or which is on our approved list.
- Involvement in tendering for or the management of any contract for the provision of goods or services to us.
- Application for employment with us.
- Application to join our Governing Body.
- Application to be a tenant or service user of the organisation.
- If they are an existing tenant or service user of the organisation.

7. USE OF OUR CONTRACTORS AND SUPPLIERS

7.1 In order to help us maintain our excellent reputation, where possible you should avoid using the organisation's contractors/suppliers for your own personal purposes. We have made a list available to all of our people which outlines the contractors and suppliers that fall under the terms of this policy. This is included at Appendix B

7.2 We recognise that there could be certain circumstances where it might not be possible for you to avoid the use of all the contractors/suppliers on this list, such as where market conditions in your local area make it difficult to obtain a reasonable selection of potential contractors or suppliers. Under such circumstances you could be permitted to use those contractors/suppliers outlined at Appendix B, provided you are able to demonstrate that you received no preferential treatment in terms of price, quality or any other aspect of service delivery due to your involvement with us.

7.3 Approval to use those contractors listed at Appendix B is at the discretion of the approving officer (in accordance with our scheme of delegation). In order to be granted approval, you will be required to demonstrate that there is no reasonable alternative contractor/supplier providing the service required in your local area, and that you will receive no preferential treatment in terms of service or cost (which you will be required to demonstrate through quotations and receipts).

- 7.4 If you are looking to purchase goods or services from any contractor/supplier on this list then you must make a declaration in the register outlining:
- That you have received approval from the appropriate approving officer prior to the commencement of works.
 - That you received no preferential treatment in terms of service or cost (which you will be required to demonstrate through quotations and receipts).
 - Where you inadvertently use a contractor on the list at Appendix B in an emergency situation, you must notify the approving officer as quickly as possible thereafter and enter an appropriate declaration in the register.
- 7.5 Any contractor/supplier not included on the list at Appendix B can be used without the need for any declaration/further action. Appendix B represents the majority of the contractors/suppliers that we use, but does not include any of our contractors/suppliers that:
- Only provide services of a small value (e.g. local window cleaners or sandwich shops); OR,
 - have such a large national or local standing that no favour could ever realistically be gained (e.g. Amazon, utilities, BT, banks or national chains).
- 7.6 The approving officer will have an appropriate level of seniority, in accordance with our scheme of delegation. In making their decision, the approving officer will consider the level of potential reputational risk or any potential conflicts of interest that may arise by granting approval and, if granting approval, consider the steps required to mitigate against future conflicts of interest. This includes ensuring that the individual is not involved in any transactions with or decisions about the contractor/supplier in question on behalf of the organisation.
- 7.7 RHA will maintain a clear audit trail of every approval to use any of our contractors listed at Appendix B. The total number of our people to use contractors and suppliers, including the reasons for approval, and confirmation that no advantage was gained due to an individual's role within the organisation - will be formally reported annually to our Governing Body.

8. REVIEW OF POLICY

- 8.1 Our Rules require the Governing Body to set our policy on payments and benefits and keep it under review. This policy has been approved by our Governing Body and is based on the Model published by the SFHA. It is consistent with the requirements of our Codes of Conduct for Governing Body members and for staff. These Codes have been confirmed by the Scottish Housing Regulator as meeting their regulatory requirements.
- 8.2 This policy was adopted by our Management Committee on 28th April 2021. It will be reviewed not later than April 2024.

APPENDIX A- Entitlements, Payments and Benefits

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
HUMAN RESOURCES AND RECRUITMENT		
<p>All entitlements arising from your contract of employment with us or one of our subsidiaries, including (but not restricted to):</p> <ul style="list-style-type: none"> • Payment of salary to staff • access to car or travel loans or salary advances where specified in the employment contract; • pension and/or private health care provided as part of the remuneration package; • performance related pay or bonus awarded in accordance with contractual terms; • books and equipment in connection with employment or training in accordance with agreed policies and/or contractual terms • Reimbursement of professional fees 	Yes	Any entitlement in the terms of your contract is always permitted without the need to record in the register of interests. There are Human Resource processes in place for this purpose.
Payment to a member of the governing body for their role as a governing body member, in accordance with the terms of their letter of appointment.	No	It is the policy of the Association that Committee members will not receive payment for their work as a member of the Management Committee.

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
<p>All payments made in accordance with the terms of our expenses policy including:</p> <ul style="list-style-type: none"> • payment of permitted out of pocket expenses • reimbursement of travel costs 	Yes	<p>Entitlements in connection with your role as one of our people are set out in our expenses policy are always permitted and do not need to be declared provided claims are made in accordance with our procedures.</p>
<p>Provision of a loan by the organisation to one of our people.</p>	No	<p>This is not permitted unless in connection with the contractual terms of employment. We cannot make any other loans to individuals.</p>
<p>Redundancy or Voluntary severance payment to an employee.</p>	Yes	<p>We will consider all possible alternatives, such as redeployment, before agreeing to make redundancy or severance payments. We can make redundancy payments to an employee in line with terms their contract</p> <p>Or</p> <p>We can make a voluntary severance payment to an employee which is outside the terms of their contract of employment provided:</p> <ul style="list-style-type: none"> • It arises directly from a decision to terminate the employee's contract of employment • Payment is approved by the Governing Body • That the total sum of the non-contractual payment and benefit does not exceed, in the opinion of our employment adviser, the total cost of a successful application by the employee to a Court or Tribunal (including the likely level of compensation that might be

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
		<p>awarded by a court or tribunal and associated costs to the organisation to participate in the tribunal)</p> <ul style="list-style-type: none"> • Payment does not exceed the equivalent of one year's salary for the employee • That this payment is instead of (rather than additional to) any redundancy entitlement <p>For the avoidance of doubt where a severance payment is accompanied by a settlement agreement we will not use this to limit public accountability or whistleblowing. We will ensure that we take professional legal advice before entering into a settlement agreement.</p>
<p>An offer of employment (temporary or permanent) to someone who is closely connected to a member of staff.</p>	<p>Yes</p>	<p>This is permitted as long as:</p> <ul style="list-style-type: none"> • There has been an open recruitment exercise in accordance with our policy that you have not played any part in and • You have no direct or indirect line management or supervision responsibility for the post and • The offer of employment complies with our policy and is approved by the Governing Body and • You record your connection to the successful applicant in the register within five working days of their acceptance of the offer.
<p>The offer of employment or contract for the provision of services (eg specialist advice) to someone who is, or has been in the last twelve</p>	<p>No</p>	<p>This cannot be permitted.</p>

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
months, a member of our Governing Body or to anyone who is related to a member of the Governing Body.		
Appointment of one of our staff members to the Governing Body	No	This cannot be permitted in accordance with the Rules of the organisation.
Nominations to join the Governing Body from people who are connected to a serving member.	Yes	This can be permitted in accordance with the Rules of the organisation.
OUR PEOPLE AS TENANTS OR SERVICE USERS		
The offer of a tenancy or lease in one of our or any of our subsidiaries' properties to one of our people or to someone closely connected to them.	Yes	<p>This is permitted as long as</p> <ul style="list-style-type: none"> • it is in accordance with our published allocations policy and • Neither the applicant or anyone connected to the applicant is involved in any way or in any part of the allocation process and • The offer is approved by Management Committee in advance and • The tenancy is recorded as an interest in the appropriate register within five working days of the tenancy commencing
Where one of our people (or someone connected to one of our people) is a tenant and receives a repair, improvement or adaptation to their home.	Yes	<p>Repairs carried out in accordance with our policy do not need to be recorded.</p> <p>Adaptations must comply with our policy and be instructed on the basis of an independent referral by an Occupational Therapist. There is therefore no need to record these in the register.</p>

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
		<p>Improvements must be carried out as part of an approved programme and in accordance with our policy. Improvements which are NOT part of an approved programme must be approved by the Governing Body and recorded in the Register within 5 working days.</p>
<p>Where one of our people (or someone connected to one of our people) is a tenant and receives payment of a decoration allowance, tenant reward/incentive as part of an agreed scheme or prize.</p>	<p>Yes</p>	<p>Payment of decoration allowances or incentive/reward payments must be made in accordance with our policies and procedures and recorded in the register within five working days of receipt.</p> <p>Prizes or awards in competitions open to all tenants in the same community (e.g. garden competitions) can only be given if the selection process for giving the award/prize has been carried out by someone who is independent. Receipt of the award and the circumstances surrounding it must be recorded in the register within five working days of receipt.</p>
TRAINING AND EVENTS		
<p>Attendance at training events or seminars (e.g. SHARE Conferences) or openings/similar events hosted by other RSLs.</p>	<p>Yes</p>	<p>There is no requirement to declare and record in the register of interests.</p>
<p>The organisation paying for accommodation in connection with attendance at relevant conferences or events that you are attending on behalf of or in connection with your role with us or our subsidiaries</p>	<p>Yes</p>	<p>Accommodation that is part of a conference or training package does not need to be recorded in the register, but attendance will be recorded on the relevant individual training plan.</p>

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
		Residential conferences are important in ensuring that our people have the necessary skills, knowledge and experience to make an effective contribution to our activities.
Attendance by you at events to mark awards, achievements or other significant milestones relevant to our business.	Yes (where total cost does not exceed £500)	<p>The Governing Body must approve attendance prior, and will only do so if:</p> <ul style="list-style-type: none"> • The organisation or one of our people (because of their role with us) has been nominated for an award; or • attendance is in recognition of achievement of or in pursuit of appropriate business development; or, • we can demonstrate that attendance or participation is directly related to furthering our aims and objectives. <p>Where we ask you to represent us at such an event, this should be recorded in the register along with any associated costs (including travel, accommodation and the costs of attendance at the event) within five days of attendance.</p> <p>The total cost should not exceed £500 per person and we will make all arrangements in advance.</p> <p>Where costs would exceed £500, you will not be permitted to attend unless there is a clear, viable business case for attending. In such a case, specific approval of the Governing Body would be required.</p>

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
GIFTS AND HOSPITALITY		
<p>Gifts received from tenants and external sources.</p>	<p>Yes (not exceeding a value of £60)</p>	<p>Small gifts (e.g. a box of chocolates, pens, folders, paperweights) can be accepted if:</p> <ul style="list-style-type: none"> • the cumulative value of gifts received from the same source in a 12 month period does not exceed £60 • you do not receive more than two such gift from the same source in a 12 month period • you record receipt of the gift(s) in the register <p>You should not normally accept other gifts and should decline any gifts with a value of more than £60 unless to do so would cause offence or otherwise damage our reputation. In these cases you must:</p> <ul style="list-style-type: none"> • Advise the donor that the gift will be donated to charity or will form part of our annual charity fund raising activities • Record the gift and the action taken in the register within five days <p>You should not regularly accept gifts from the same source and never more than twice from the same source within a 12 month period. The total cumulative value of gifts received from the same source over the course of a year must never exceed £60.</p> <p>You should also record any offers that you decline and the reasons for this, in the register within five days.</p>

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
<p>Gifts given from us to one of our people or received by one of our people from external sources to mark special occasions.</p>	<p>Yes (when not exceeding a value of £100)</p>	<p>Gifts from the organisation to our people can be permitted in cases where it is to mark a special occasion or significant events including:</p> <ul style="list-style-type: none"> • A significant number of years of service (eg 20,30,40 etc) to be presented at the AGM • Family events (e.g. marriage, milestone birthday, birth of a child), • Retirement • Leaving the organisation <p>These must be recorded in the relevant register and the value of such gifts will not normally exceed £100.</p> <p>Please note, that this does not include collections by our people using their own personal funds to mark special occasions. These are always permitted with no requirement to declare. For staff, contractual terms may be in place that dictate the value of any gift upon retirement/long service.</p>
<p>Hospitality associated with our business and that of its partners</p>	<p>Yes (when not exceeding a value of £60)</p>	<p>Modest hospitality, such as a sandwich lunch or networking event, is permitted and does not need to be recorded</p> <p>All other hospitality up to a value of £60 is permitted but must be recorded in the register, along with an estimation of the value of hospitality received, within five days of attendance.</p>

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
		<p>You should not accept invitations with a value that is greater than £60, unless you have prior approval from the Governing Body The type of hospitality offered will also be taken into consideration, e.g. we will not normally accept invitations to sporting events, concerts, golf tournaments etc.</p> <p>In this case, the reason for acceptance must also be included in the register and countersigned by the Chair.</p>
Our people seeking donations from our contractors/suppliers when fundraising for charity	Yes	<p>This is permitted provided:</p> <ul style="list-style-type: none"> • Approval is gained from the Chair prior to making any approach • Any donations received are recorded in the register <p>We recognise our social responsibility and promote charity fundraising by the organisation and our people.</p>
PROCURING GOODS/SERVICES		
Sale of our interest (whole or part) in a property to someone affected by this policy via LIFT, HomeBuy; Help to Buy or other LCHO scheme	Yes	<p>This is permitted, provided:</p> <ul style="list-style-type: none"> • Our policy and procedures are followed • The prospective purchaser should play no part in the processing of the transaction by the organisation • It is declared and recorded in the register within five days of the missives being concluded confirming the process followed.
The organisation entering into a contract with an organisation where one of our people, or someone connected to them, has significant control.	No (in almost all cases)	This is not permitted in almost all circumstances. We could only consider this where:

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
		<ul style="list-style-type: none"> • The person affected by this policy is not involved in any part of the procurement process or decision • The appointment is approved by the Governing Body which is satisfied that the appointment is reasonable in the circumstances • There is no reasonable alternative (e.g. because of geography or the specialist nature of the goods/services) <p>In such rare circumstances, the appointment would be recorded in the register along with details of the process followed.</p>
The purchase of land or other assets from anyone who is, or has been in the last twelve months, one of our people or who is connected to one of our people	No (in almost all cases)	<p>This cannot be permitted in almost all cases.</p> <p>The only exception would be if you were referred to us under the Scottish Government's Mortgage to Rent scheme, where this would be permitted provided:</p> <ul style="list-style-type: none"> • Our policy and procedures are followed • The prospective seller plays no part in the decision to purchase the property or the processing of the transaction by the organisation • It is declared and recorded in the register within five days upon conclusion
The purchase of goods/services from our suppliers/contractors by one of our people	Yes	This should normally be avoided, and will only be permitted if the procedure identified in Section 7 is followed

APPENDIX B- Approved Contractors List

NAME	Trade Type
A BROWN (ELECTRICAL) (CIS4P)	Electrician
A CHRISTIE	Skip Hire
AABLE ROLLER SHUTTERS	Roller Shutters
AABLE WOODEN FLOORS	Flooring
AB Roller Doors Ltd	Roller Shutters
ADAPTOCARE LTD	Supplier
ADT FIRE & SECURITY	Alarm Engineers
Advance Height Services Ltd	Builder
AICO LTD	Supplier
ALAN BAXTER	Stone Mason
ALEX ROBERTSON PLUMBING LTD	Supplier
ALLAN JOINERS	Joiner
ARCHITECTURAL FACADES MAINTENANCE & REPAIRS LTD	Roofing
ARCO LTD	Supplier
Arneil Johnston	Consultants
ATLAS MAINTENANCE SCOTLAND IND	Multi Trades
AWF AABLE WOODEN FLOORS	Flooring
B & Q TRADE ACCOUNT	Supplier
BELAC GROUP LIMITED	Multi Trades
BELL DECORATING GROUP LIMITED	Multi Trades
BLUEVALE STRUCTURES LTD	Blacksmith
BOILERTEC SCOTLAND LTD	Heating Engineers
BROMAC LIMITED	Rot Specialists
BROWN & WALLACE	Consultant
BROWN SOIL	Supplier

NAME	Trade Type
BUILDBASE SCOTLAND	Supplier
CAMCASS WELDING LTD	Blacksmith
Campbell Construction (Wishaw) Ltd	Builder
CAS CONTRACT CLEANING LTD	Stair Cleaning
CENTRAL PLASTICS & ROOFING LTD	Supplier
City Electrical Factors Ltd	Supplier
CLEANSCENE	Cleaners
CLYDE SCAFFOLDING LTD	Scaffolding
COMPASS WINDOWS & DOORS	Supplier
Contact Security Services Ltd	Alarm Engineers
CROWN PAINTS	Supplier
DAVID NICOL	Joiner
DB ACOUSTICS	Sound Engineers
DCL JOINERY & CONTRACTORS	Joiner
DENNISTOUN CERAMICS	Tiler
DIGIVIEW	Ariel Repairs
DOLAN SKIP & PLANT HIRE LTD	Skip Hire
DOUGALL BAILLIE ASSOCIATES LIMITED	Consultant
DULUX DECORATOR CENTRES	Supplier
Dunsmore Plasterers Limited	Plasterer
EAGLE CONTRACTS (SCOTLAND) LTD	Multi Trades
EAST END SAWMILLS LTD	Supplier
EDMUNDSON ELECTRICAL LTD	Supplier
ENVIRAZ (SCOTLAND) LTD	Asbestos
ENVIRAZ SURVEYS LTD	Asbestos
ENVIROCAIRE (SCOTLAND) LTD	Asbestos
ENVIRONTEC LIMITED	Asbestos
ERSKINE TREE SURGEONS	Tree Surgeon

NAME	Trade Type
GEORGE DUNCAN	Window Cleaner
GRAHAM BUILDERS MERCHANTS	Supplier
GRAHAM MARSHALL & SON LTD	Multi Trades
GRANT MURRAY ARCHITECTS	Consultant
HAMILTON SERVICES	Caretaker
HOWDENS CO	Supplier
I & D CANT LTD	Drain Cleaner
IAN McDONALD	Flooring
IDVERDE LTD	Landscapers
INTEGRATED WATER SERVICES	Miscellaneous
J M FENCING LTD	Fencing
J M Glass Glazing Ltd	Glazier
J MARTIN PLUMBERS	Plumber
J S MCCOLL	Painter
JAMES FREW LTD	Gas Engineer
JAMES WARNOCK GROUND MAINTENANCE	Gardener
JEWSON LTD	Supplier
JMJ IRONMONGERY	Supplier
JMP CONSTRUCTION & PROPERTY CONSULTANTS	Consultant
JOE CUNNING	Caretaker
	Insulation
JSJ FOAM INSULATION LTD	Specialist
K & G ROOFING LTD	Builder
KISwebs Limited	Web designers
LOCHLIE CONSTRUCTION LTD	Multi Trades
M2 Technical Services	IT Consultants
Magnet Trade	Supplier

NAME	Trade Type
MainStreet Consulting	Consultant
MARK ALLAN	Joiner
MARTIN AITKEN ASSOCIATES LIMITED	Consultant
MCGARRY FLOORING & CONTRACTS LTD	Flooring
MCTEAR CONTRACTS LTD	Multi Trades
NAUGHTON MASONRY LTD	Stone Mason
ORBIS PROTECT LTD	Miscellaneous
O'ROURKE FLOORING	Tiler
OTIS PLC	Lift Engineer
P & D Scotland	Multi Trades
PATRICK VELDON BUILDING & MAINTENANCE	Plasterer
Paul McGuire	Caretaker
PEST SOLUTIONS	Pest Control
PESTGUARD SERVICES	Pest Control
PETER COX LTD	Rot Specialists
PETER WELSH STUDIO	Consultant
PRATER CONTRACTS LTD	Multi Trades
Precision Windows & Doors Ltd	Glazier/ Supplier
PSI DECORATORS	Painter
REIDWIRE LTD	Welder
RICHARDSON & STARLING LTD	Rot Specialists
RICHMONDS PLUMBING & HEATING MERCHANTS LTD	Supplier
RIVERLAND LTD	Stone Mason
Robertson Electrical Services	Electrician
RODGERS & JOHNSTON LTD	Multi Trades
SCI COMMUNICATIONS	Aerial Engineer

NAME	Trade Type
SCOTIA PLUMBING & HEATING	Plumbing/ Heating
SCOTT PLUMBING AND HEATING	Plumber
SELECT CONTRACTS (SCOTLAND) LTD	Multi Trades
SHAWFIELD TIMBER	Supplier
	Door Entry
SIGHT SOUND & SECURITY	Engineers
SITEX ORBIS LTD	Various
	Door Entry
SOUND SERVICE	Engineers
SSL/Access	Lift Engineer
STUART WILSON	Joiner
TC Young	Solicitors
Technico Appliance Servicing & Refridgeration	Domestic Appliance Repairs
TENEMENT STEPS LTD	Close Cleaner
THE BATHROOM SURGERY	Bathroom repairs
THE CHOKE FOLK	Drain Cleaner
THE PAINT SHED	Paint Supplier
THE VENTILATION EXPERTS	Ventilation
THOMAS K MURRAY	Electrician
Vincent Coyle Plumbing	Plumbing/ Heating
YIELDSHIELD TREE SURGEONS LTD	Tree Surgeon
YORK JOINERS	Joiner

APPENDIX C- Entitlements, Payments and Benefits Declaration Form

The Association’s policy on Entitlements, Payments and Benefits makes clear that committee or Staff making use of an Association contractor must ensure that such use conforms to the Policy, which states that:

“Where possible you should avoid using our contractors/suppliers for your own personal purposes.

Where it is not possible for you to avoid the use of a contractor/supplier on our list for example where market conditions in the local area make it difficult to obtain a reasonable selection of potential contractors you could be permitted to use our contractors/suppliers provided you are able to demonstrate that you received no preferential treatment in terms of price, quality or any other aspect of service delivery due to your involvement with us”

If a committee or staff member does require to use one of the Association’s contractors, it is vital that such use is accompanied by safeguards, which protect the individual, the Association (and its subsidiaries) and the contractor. A staff or Committee member should only utilise the services of one of the Association’s contractors (as listed at Appendix B of the EPB Policy) for their own personal needs if:

- *You have received approval from the appropriate approving officer prior to the commencement of works*
- *you received no preferential treatment in terms of service or cost (which you will be required to demonstrate through quotations and receipts).*
- *where you inadvertently use a contractor on the list at Appendix B in an emergency situation, you have notified the approving officer as quickly as possible thereafter and enter an appropriate declaration in the register.*

Accordingly, all Committee or staff who make use of Association contractors, as specified in the appendix to the Entitlements, Payments and Benefits Policy, must complete this Declaration Form.

I _____ (name) do hereby declare:

The contractor I have used/intend to use (delete as appropriate is:

I confirm the following:

The standard commercial rate for work will be/was applied:

To the best of my knowledge I received no preferential treatment:

To the best of my knowledge I received no preferential treatment:

I have reported this action to my section head/Director/Chair as is confirmed below:

I attach a written quote/receipt for the work (delete as appropriate):

I acknowledge that this declaration will be recorded in the Association's Register of Payments and Benefits.

Signed _____ Date _____

Counter Signature:

I _____ (name) can confirm that the above person has declared their use of an Association contractor in terms of the Association's Entitlements, Payments and Benefits Policy and that the documentation provided is sufficient to allow me to authorise that contractor's use.

Signed _____ Date _____

Designation _____