

Probity and Transparency Policy

**Including Declaration of Interests,
Anti-Bribery, Entitlements,
Payments and Benefits,
Gifts and Hospitality.**

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Scottish Social Housing Charter Relevant Standard Outcomes

STANDARD	OUTCOME
N/A	

Scottish Housing Regulator – Relevant Standards of Governance and Financial Management and Guidance

STANDARD	GUIDANCE
<p>1 The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.</p>	<p>1.2 The RSL's governance policies and arrangements set out the respective roles, responsibilities and accountabilities of governing body members and senior officers, and the governing body exercises overall responsibility and control of the strategic leadership of the RSL.</p> <p>1.3 The governing body ensures the RSL complies with its constitution and its legal obligations. Its constitution adheres to these Standards and the constitutional requirements set out below.</p> <p>1.6 Each governing body member always acts in the best interests of the RSL and its tenants and service users, and does not place any personal or other interest ahead of their primary duty to the RSL.</p> <p>1.7 The RSL maintains its independence by conducting its affairs without control, undue reference to or influence by any other body (unless it is constituted as the subsidiary of another body).</p>
<p>2 The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.</p>	<p>2.2 The governing body recognises it is accountable to its tenants, and has a wider public accountability to the taxpayer as a recipient of public funds, and actively manages its accountabilities.</p> <p>2.3 The governing body is open and transparent about what it does, publishes information about its activities and, wherever possible, agrees to requests for information</p>

	about the work of the governing body and the RSL.
<p>4 The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.</p>	<p>4.3 The governing body identifies risks that might prevent it from achieving the RSL's purpose and has effective strategies and systems for risk management and mitigation, internal control and audit.</p>
<p>5 The RSL conducts its affairs with honesty and integrity.</p>	<p>5.1 The RSL conducts its affairs with honesty and integrity and, through the actions of the governing body and staff, upholds the good reputation of the RSL and the sector.</p> <p>5.2 The RSL upholds and promotes the standards of behaviour and conduct it expects of governing body members and staff through an appropriate code of conduct. It manages governing body members' performance, ensures compliance and has a robust system to deal with any breach of the code.</p> <p>5.4 Governing body members and staff declare and manage openly and appropriately any conflicts of interest and ensure they do not benefit improperly from their position.</p> <p>5.6 There are clear procedures for employees and governing body members to raise concerns or whistleblow if they believe there has been fraud, corruption or other wrongdoing within the RSL.</p>

PROBITY AND TRANSPARENCY POLICY

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PROBITY AND TRANSPARENCY POLICY

1. INTRODUCTION

- 1.1 Lochalsh and Skye Housing Association is committed to the highest standards of openness, probity and accountability, both as a Registered Social Landlord (RSL) and a Scottish Charity. We are part 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 the organisation upholds its reputation and that of the sector.

For all those who work or volunteer for the Association it is important to stress the importance of trust. We trust our staff and Board members to do the right thing and to seek advice if clarification is needed. We also need to be trusted by the tenants and communities we serve, and by the agencies and partners we work with. This policy sets out what we need to do to earn that trust, and to comply with regulatory and statutory obligations.

Board members should consider at all times whether their actions comply with the following principles:-

Selflessness	You must act in the best interests of Lochalsh & Skye Housing Association at all times and must take decisions that support and promote our strategic plan, aims and objectives. Members of the Governing Body should not promote the interests of a particular group or body of opinion to the exclusion of others.
Openness	You must be transparent in all of your actions; you must declare and record all relevant personal and business interests and must be able to explain your actions.
Honesty	You must ensure that you always act in the best interests of Lochalsh & Skye Housing Association and that all activities are transparent and accountable.
Objectivity	You must consider all matters on their merits; you must base your decisions on the information and advice available and reach your decision independently.
Integrity	You must actively support and promote our values; you must not be influenced by personal interest in exercising your role and responsibilities.
Accountability	You must take responsibility for and be able to explain your actions, and demonstrate that your contribution to our governance is effective.

Leadership You must uphold our principles and commitment to delivering good outcomes for tenants and other service users, and lead the organisation by example.

All Board and Staff members are governed by Codes of Conduct which are supported by this policy, and designed to ensure that all Board and Staff members should:-

- Recognise that his/her over-riding duty is to the members, tenants and sharing owners of the Association;
- Do nothing which could not be justified to the Board, to the tenants and sharing owners, to the membership or to the public;
- Recognise that it is not enough to avoid actual impropriety and that he/she should at all times avoid situations which could give rise to a suspicion or the appearance of improper conduct.

Who the Policy Affects

1.2 This policy is aimed at:

- All members of our Board and of the Board of any of our subsidiaries
- Everyone who works or volunteers for us or any of our subsidiaries

1.3 For the remainder of this policy the above will be referred to as “our people”.

About This Policy

1.4 Our people cannot benefit inappropriately from their connection with the organisation, and be open and transparent about their interests where there is a potential for conflict or reputational damage.

1.5 This policy describes our expectations with regards to disclosure of interests, actions to combat bribery, the entitlements, payments, benefits, gifts or hospitality that our people are able to receive, and what is not permitted. There are appendices that provide information to assist our people and set out the arrangements we have in place to support compliance.

1.6 This Policy is intended to be a practical document that supports us in meeting our obligations, 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 the policy we will always take this into account.

1.7 As someone who is affected by this policy, you are personally responsible for ensuring that you are familiar with and comply with its terms.

1.8 At all times, we expect a common-sense and proportionate 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 Chief Executive (CE) (if you are a member of the Board) or with your line manager (if you are a member of staff).

What this Policy Covers

1.9 This policy covers:

- Compliance with Anti-Bribery Act 2010
- Managing Your Interests
 - Registering and Declaring Interests
 - Entitlements, Payments & Benefits
- People Connected To You
 - Who Else You Should Consider When Declaring Interests
 - What You Should Consider
- Use of Our Contractors/Suppliers By Our People
- Handling of gifts and hospitality

Other Relevant Policies

1.10 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.

2. DECLARING AND MANAGING YOUR INTERESTS

- 2.1 For the purposes of this policy, the declaration and management of your interests ensures that debate and decision making at Board Meetings are not inappropriately influenced by bias from an individual's involvement in other organisations or their private lives.
- 2.2 Following the Rules of the Association, when you are being a Board member you put the interests of the Association before that of other parties, specifically in taking decisions as a Board. Where any other duty or consideration prevents them from doing so, a Board member should formally disclose the conflicting interest to the Association.
- 2.3 The Model Rules state that, if while serving on the Board, that person has any conflict of interest in any contract or other matter about to be discussed at a meeting, he/she must tell the Board. They will be required to leave the meeting while the matter is discussed and will not be allowed to vote on the matter or to stay in the meeting while any vote on the matter is being held.
- 2.4 Where staff are involved in advising on or participating in Board discussion or decision making, they also have to disclose any interest that prevents them from putting the interests of the Association and its tenants before the interests of other parties or themselves.
- 2.5 If there is any doubt as to the materiality or relevance of the conflict of interest, the Chair can decide whether the Board or staff member should refrain from discussion or decisions made. A proportionate approach is advised, reflecting

the complexity of our relationships with local government and the third sector. There are worked examples in **Appendix A**.

- 2.6 In order to protect our reputation and demonstrate that we conduct our affairs with openness, honesty and integrity, we maintain a Register of Interests, for all individual Board and staff members. You must record in this register any interests that you or someone connected to you (see Section 3) has which are relevant to our business and/or our activities, and ensure that your entry is accurate and up to date.
- 2.7 Notwithstanding the terms of any Standing Order, any Board Member having an interest in the tenancy of a house belonging to the Association may take part in the general discussion of housing matters that might affect that tenancy, provided they have declared that interest, apart from any matter which is *solely* concerned with the particular tenancy from which his or her interest derives.
- 2.8 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(s) 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 4).
 - 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.

- 2.9 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.

3. ANTI-BRIBERY

- 3.1 Bribery is included in the policy as an extreme example of Board or staff behaviour where there is a failure to put the interests of the Association first, and breaks the Code of Conduct. We protect the Association, its employees, partners and customers from bribery, prevent, detect and manage incidents when they occur by applying the framework and principles provided by the Bribery Act 2010, and developing a culture of zero tolerance. The Association has made a public statement to that effect.
- 3.2 All instances of potential bribery that are reported to us will be investigated rigorously and promptly, and appropriate action will be taken. We encourage anyone concerned about possible bribery concerning the Association to report it to us.

Definition Of Bribery

- 3.3 Bribery is defined as giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.
- 3.4 This could cover seeking to influence a decision-maker other than by what can legitimately be offered as part of a tender or service access process.

The Bribery Act 2010

- 3.5 There are three main offences within the Act that are relevant to the Association. These are:
- Active Bribery: the offering, promising, or giving of a bribe
 - Passive Bribery: the requesting, agreeing to receive, or accepting of a bribe
 - Failure of a commercial organisation to prevent bribery by a person associated with it.
- 3.6 The Act is not intended to prohibit reasonable and proportionate hospitality and promotional business expenditure provided that it can be demonstrated that these are not intended to have a direct influence on decision making.

4. ENTITLEMENTS, PAYMENTS AND BENEFITS

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

- 4.2 As one of our people, you potentially could be offered benefits over and above that to which you are contractually 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 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.
- 4.3 Apart from payments that 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.
- 4.4 As we contribute to the economy(ies) of the area(s) 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 3) has with any of these businesses or organisations.
- 4.5 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.
- 4.6 **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

5. PEOPLE CONNECTED TO YOU

Who Else You Should Consider When Declaring Interests

- 5.1 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 associated. Someone ‘closely associated’ to you includes family members and persons who might reasonably be regarded as similar to family members even where there is no relationship by birth or law. There are three groups of people that you need to consider, outlined in **Table A**:

Table A

Group 1 Members of your household	Group 2 People closely associated with you	Group 3 Others you may need to consider
Anyone who normally lives as part of your household, whether they are related to you or not, including spouses/partners who work away from home and sons and daughters who are studying away from home	<ul style="list-style-type: none">• Parents, parents-in-law and their partners• Sons and daughters; stepsons and step-daughters and their partners• Brothers and sisters and their partners• A partner's parent, child, brother or sister• Grandparents, grandchildren and their partners• Someone who is dependent on you or whom you are dependent on• Close friends	Other relatives (e.g. uncles, aunts, nieces, nephews & their partners)

- 5.2 If you become aware of any action or involvement relating to **anyone** in the table then you should consider as soon as possible whether it requires to be declared or manage.
- 5.3 We recognise that you will not always be closely acquainted with or in regular contact with all of the people listed and we do not expect you to go to unreasonable lengths to identify actions or involvement that are covered by this policy.
- 5.4 Please note, we do expect you to be familiar with the actions of members of your household (Group 1) and of any other people listed in the table above with whom you are closely connected and you must take steps to identify, declare and manage these.
- 5.5 **You are not expected to be aware of the actions of people in groups 2 and 3 with whom you do not have a close connection.** We do not expect you to research into the employment, business interests and other activities of all persons with whom you are closely connected.
- 5.6 In relation to 3.2-3.5 above, when considering actions you should do so from the point of view of a reasonable and objective observer and a common sense approach should be adopted at all times.

What You Need To Consider

- 5.7 The following are the actions and involvement by those to whom you are closely connected that, should you become aware, we would expect you to notify us by making a declaration in the register: :

- A significant interest in a company or supplier that we do business (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 (or are considering doing business) with or 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 Board or any of its subsidiaries.
- Application to be a tenant or service user of the organisation.
- If they are an existing tenant or service user of the organisation.

6. USE OF OUR CONTRACTORS AND SUPPLIERS

- 6.1 Lochalsh & Skye Housing Association has a well-earned reputation for integrity and honesty and is committed to acting with transparency, honesty and propriety and avoiding any reasonable public perception* of improper conduct. In order to help us maintain our excellent reputation, it is important that staff and Board members do not misuse their position to gain benefits which would not be available to other members of the public.
- 6.2 Reasonable public perception is defined as – “How does it look to a reasonable and objective member of the public who has knowledge of all the facts?”
- 6.3 At the same time we do not want to see staff and Board members face unreasonable restrictions which put them at a disadvantage compared to other members of the public.
- 6.4 Where, in your personal/home life, you need a service from a contractor or supplier, if it causes no disadvantage or inconvenience to you to avoid using someone off our approved list, then we would ask that such use is avoided.
- 6.5 However, it is extremely important that where you wish to use one of our contractors or suppliers (as listed in **Appendix B**) you take the following steps to help prevent actual or perceived impropriety:
- Ensure the normal commercial rates are paid for this service and no preferential treatment, financial or otherwise, is received.

- Make no reference to your role/position in the Association during any private negotiations, and do not respond to any attempt by a supplier/contractor to engage with you on the subject.
 - Do not approach any suppliers or contractors through the Association, this includes the use of work email accounts.
 - Do not avail, or attempt to avail yourself of any preferential rates agreed by the Association, or draw on Association contracts or framework agreements.
 - Make a written declaration that you have not received any advantage or preferential treatment (financial or otherwise) from the contractor or supplier as a result of your connection with the Association: written quotes should be provided where these would normally be sought for the type of work in question, and in all cases receipts should be provided.
 - Record the transaction in the Register of Payments and Benefits and keep the entry up to date.
- 6.6 You do not need to record any transactions with a value below (£500), but should still act within the spirit of this policy and be able to defend your decision in the light of any complaint or allegation.
- 6.7 For transactions with a value between £500 and £5,000, where practical, you should discuss this in advance with your line manager or the CE/Chair (as appropriate) and follow any guidance. You must record, in the register, your use of the contractor within 10 days of receiving the goods or service and receipts provided.
- 6.8 For any transactions in excess of £5,000, you must receive written approval from your line manager, or the CE, Secretary or Chair (as appropriate) before entering into any contract, and such approval will not be unreasonably withheld. In such cases, you may be required to provide evidence that you have not received any favourable terms as a result of your connection to us.
- 6.9 **Appendix B** lists the contractors and suppliers to whom this policy applies. We have excluded:
- Suppliers of low value services such as sandwich shops & other high street stores;
 - National chains, utility companies, transport companies, banks and national telecoms providers, etc;
 - Contractors or suppliers used so rarely by us that no favour could realistically be gained.
- 6.10 This Policy also applies to situations where you wish to engage services such as factoring, maintenance services, small repairs and Care & Repair, normally provided to the general public by the Association or its subsidiary.
- 6.11 If there is any difficulty in agreeing how the requirements of Section 4 of this Policy should be applied, a staff member may appeal through the normal

grievance procedure. In the case of Board members, the Chair's decision will be final.

7. GIFTS AND HOSPITALITY

- 7.1 This section sets out clear guidelines for staff and Board members in the offering, or acceptance of, gifts and hospitality to ensure that the integrity of the Association is maintained at all times.
- 7.2 Board and staff members must not accept any gift or hospitality which is intended as, or might be deemed by others, to have the effect of an inducement or bribery.
- 7.3 Gifts or hospitality with an estimated value of below £60 are considered to be trivial and do not need to be recorded in the Register.
- 7.4 Board and staff members must be cautious and use their judgement when considering whether to accept a gift or hospitality from current or potential consultants, contractors or suppliers. Gifts or hospitality must never be solicited by Board or staff members.
- 7.5 The Board can authorise gestures of appreciation to mark significant milestones, eg the retirement of a staff member or Board member. The monetary value of any gift or hospitality should be in accordance with EVH Guidelines.
- 7.6 If there is any doubt as to whether a gift or hospitality should be made or accepted, the matter should be referred to the Chief Executive for consideration who may, in turn, refer the matter to the Board.

8. GENERAL DATA PROTECTION REGULATIONS

- 8.1 The Association will treat your personal data in line with our obligations under the current data protection regulations and our own policies and procedures.
- 8.2 Information regarding how your data will be used and the basis for processing your data is provided in the Association's Privacy Policy

9. MONITORING AND REVIEW

- 9.1 An annual report will be made to our Board on the entitlements, payments, benefits that have been recorded in the Register(s) by our people.
- 9.2 All suspected instances of bribery will be investigated by the line manager or Chief Executive and escalated as appropriate with details of the investigation being recorded in the Bribery Register.

- 9.3 Our Rules require the Board to set our policy on payments and benefits and keep it under review. This policy has been approved by our Board and is consistent with the requirements of our Codes of Conduct for Board Members and for Staff. These Codes have been confirmed by the Scottish Housing Regulator as meeting their regulatory requirements.
- 9.4 The Chief Executive will be responsible for monitoring compliance with this policy on a regular basis.
- 9.5 The Audit Finance and Risk Sub-Committee will receive a report annually which details:-
- numbers of recorded declarations for use of suppliers at each level;
 - level of reputational risk arising from staff and Board usage of suppliers and contractors;
 - compliance with, and effectiveness of, this policy.
- 9.6 This document will be reviewed by the Board or Sub-Committee set up for that purpose in accordance with the requirements of the Association's Register of Policies and Procedures.

10. REPORTING AND ENFORCEMENT

- 10.1 Individual Board and staff members are responsible for ensuring that they comply with this policy and that the Register is updated timeously. All entries in the Register will be made in accordance with the information attached at **Appendix A.**
- 10.2 A Board member who knowingly breaches the terms of this policy may be disciplined in accordance with the Association's Code of Conduct Policy.
- 10.3 A staff member who knowingly breaches this policy may be disciplined in accordance with the Statement of Terms and Conditions of Employment.
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Appendix A – Worked Examples for Declarations of Interest, and Entitlements, Payments and Benefits

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
DECLARATIONS OF INTERESTS		
You or a family member has a controlling interest or is in a position of significant control in an organisation that may trade with LSHA, as owner or major shareholder, or senior manager.	Yes	A clear conflict of interest, as a potential beneficiary of any contractual relationship. It is essential you declare an interest.
You are a representative of the Association in a collective or membership body, for instance SFHA, joint venture, or a service sharing company.	Yes (Chair's discretion)	A technical conflict of interest, but as the primary interest and loyalty is to the Association whilst on the Board or advising it, their perspective is important to the Board's deliberations and whilst a formal declaration is advised annually and at a meeting, the Chair can determine whether any further steps need taken, for instance not taking part in the discussion.
You are a member of the Board or have a senior position in a social enterprise, charity or other asset locked, non-profit distributing organisation.	Yes Chair's discretion)	A conflict of interest may arise where there is split loyalty, even if there may be no financial benefit. The materiality of your relationship with the other body is important, as is the nature of the other body and the potential for conflict in determining whether the full effect of the Model Rules apply. A formal declaration is advised annually and at a meeting The Chair can determine whether any further steps need taken, for instance not taking part in the discussion or leaving the room.
You are a member of a subsidiary Board of the Association.	No	There may be some technical conflicts of interest between the parent company and the subsidiary but you are nominated by the parent Board and have the overarching group's interests at heart.
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; 	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

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
<ul style="list-style-type: none"> 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.		
Payment to a member of the Board for their role as a Board member, in accordance with the terms of their letter of appointment.	No	<p>Such payments will only be permitted if they are in accordance with the conditions set out in Section 67(3) of the Charities and Trustees Investment (Scotland) Act 2005¹.</p> <p>The payment must be recorded in the register of interests within five days of the appointment being confirmed and the register must be kept up to date.</p>
<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	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.
Provision of a loan by the organisation to one of our people.	No	This is not permitted unless in connection with the contractual terms of employment. We cannot make any other loans to individuals.
Redundancy or Voluntary severance payment to an employee.	Yes	<p>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 Board That the total sum of the non-contractual payment and benefit does not exceed, in the opinion of our employment adviser, the

¹ Legislation.Gov.Uk (2005) Charities and Trustees Investment (Scotland) Act 2005 Section 67 (3) available [here](#)

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
		<p>total cost of a successful application by the employee to a Court or Tribunal (including the likely level of compensation that might be 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
An offer of employment (temporary or permanent) to someone who is closely connected to a member of staff.	Yes	<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 Board and • You record your connection to the successful applicant in the register within five days of their acceptance of the offer.
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 months, a member of our Board or to anyone who is a close relative of a member of the Board.	No	This cannot be permitted under our Rules. The Rules define a "close relative" as being: spouse, civil partner, cohabitee, parent, grandparent, child, stepchild, grandchild, brother or sister.
Appointment of one of our staff members to the Board.	No	This cannot be permitted in accordance with the Rules of the organisation.
Nominations to join the Board 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"> • our Policies and Procedures are followed and

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
		<ul style="list-style-type: none"> 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 the Board in advance and The tenancy is recorded as an interest in the appropriate register within five 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 approved by the Board. The adaptation should be recorded in the register of interests within five days of approval.</p> <p>Improvements must be carried out as part of an approved programme and in accordance with our policy. The person affected should declare their interest if/when the programme is being discussed and the improvement recorded in the register of interests within five days of completion.</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.	Yes	<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 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 days of receipt.</p>
TRAINING AND EVENTS		
Attendance at training events or seminars (e.g. SFHA Conferences) or openings/similar events hosted by other RSLs.	Yes	There is no requirement to declare and record in the register of interests.

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
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.	Yes	<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> <p>Residential conferences are important in ensuring that our people have the necessary skills, knowledge and experience to make an effective contribution to our activities.</p>
Attendance by you at events to mark awards, achievements or other significant milestones relevant to our business.	Yes	<p>The Budget holder 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 £200 per person and we will make all arrangements in advance.</p> <p>Where costs would exceed £200, 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 Board would be required.</p>
GIFTS AND HOSPITALITY		
Gifts received from tenants and external sources including prizes from our contractor or suppliers.	Yes (not exceeding a value of £60)	<p>Small gifts (e.g. a box of chocolates, pens, folders, paperweights) and prizes from our contractors and suppliers can be accepted if:</p> <ul style="list-style-type: none"> • the value does not exceed £60 • you record receipt of the gift in the register

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
		<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 be raffled for the benefit of all staff. • Record the gift and the action taken in the register within five days <p>You should not regularly accept gifts from the same source.</p> <p>You should also record any offers that you decline and the reasons for this, in the register within five days.</p>
<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</p>	<p>Gifts from the organisation to our people can be permitted in cases where it is to mark a special occasion or significant event including:</p> <ul style="list-style-type: none"> • Retirement • Leaving the organisation • Long service awards <p>These must be recorded in the relevant register and the value of such gifts will not normally exceed £100 except where specifically allowed for in the terms and conditions of employment, or our own separate policy.</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.</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 your line manager or CE/Chair as appropriate.</p> <p>In this case, the reason for acceptance must also be included in the register and countersigned by the appropriate signatory.</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 Chief Executive 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. We have a separate policy that sets out our approach to supporting other charities.</p>
PROCURING GOODS/SERVICES		
Sale of a property under Right To Buy to someone affected by this policy.	Yes	This is permitted with no requirement to declare in the register. The normal process for valuation and sale should be followed and our normal policy would be applied.
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, as long as:</p> <ul style="list-style-type: none"> • Our policy and procedures are followed • Neither the prospective purchaser or anyone connected to them is involved in any way or in any part of the allocation process • The sale is approved by the Board • 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 closely connected to them, has significant control, eg. is an owner, remunerated director, major shareholder or senior officer.	No (in almost all cases)	<p>This is not permitted in almost all circumstances. We could only consider this where:</p> <ul style="list-style-type: none"> • The person affected by this policy is not involved in any part of the procurement process or decision

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
		<ul style="list-style-type: none"> The appointment is approved by the Board 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 be avoided where it is reasonable to do so but otherwise is permitted if the procedure in Section 4 is followed
The purchase of goods/services (such as factoring and small repairs) from the Association or our Subsidiary.	Yes	This is permitted where the services are available to the general public and provided the procedure in Section 4 is followed
Use of Care & Repair services provided by the Association or our Subsidiary.	Yes	This is permitted where the services are provided on the same terms as they would be to any other member of the public and they are recorded in the register.

EPB POLICY CONTRACTORS AND SUPPLIERS LIST

If you need more information about someone on the list, please contact LSHA Finance Services and quote the relevant Account number.

No.	Account	Name and Address
1	AIR001	AIRSOURCE 1 HIGHLAND LTD, HEAT PUMP AND ELECTRICAL CONTRACTORS, DINGWALL
2	ALA001	TORRANCE PARTNERSHIP, QUANTITY AND VALUATION SURVEYORS, PORTREE, INVERNESS
3	ALB003	ALBA WINDOWS, INVERNESS
4	ALL005	ALLAN INGRAM INDUSTRIAL CLEANING SERVICES LTD, FORT WILLIAM
5	ARM001	ARMOUR AND PARTNERS, QUANTITY AND VALUATION SURVEYORS, INVERNESS
6	BRA002	BRACEWELL STIRLING ARCHITECTS, INVERNESS
7	BRI004	O'BRIEN PROPERTIES LTD, BUILDING CONTRACTORS, DINGWALL
8	CAB001	CABERFEIDH ELECTRICS, PORTREE
9	CAM007	ISLE OF SKYE PAINT COMPANY LTD, PORTREE
10	CAM032	CAMERON & ROSS, CIVIL & STRUCTURING ENGINEERS, INVERNESS
11	CAM031	CAMPBELL THOMPSON ASSOCIATES LTD, FINANCE CONSULTANTS, DUNFERMLINE
12	CLE002	CLEARVIEW NETWORKS, IT CONSULTANTS, GLASGOW
13	COL002	COLIN ARMSTRONG ASSOCIATES, ARCHITECTS, INVERNESS
14	COM003	COMPASS BUILDING & CONSTRUCTION LTD, INVERNESS
15	COW002	COWE PLUMBING & HEATING, PORTREE
16	CRA001	CRAIK & MACRAE CONTRACTORS, ROADWORKS, ARNISORT, ISLE OF SKYE
17	DDK001	DDK DESIGN, GENERAL TRADES, BUILDING CONTRACTOR, RAASAY
18	DUA001	DUALCHAS ARCHITECTS LIMITED, SLEAT
19	ERG001	ERG WINDOWS & CONSERVATORIES, INVERGORDON
20	EXP002	EXPRESS MICRO SCIENCE, LINLITHGOW
21	EYR001	EYRE PLANT HIRE LTD, SNIZORT
22	FAI001	FAIRHURST, CIVIL & STRUCTURING ENGINEERS, INVERNESS
23	JOH003	G H JOHNSTON, BUILDING CONSULTANTS, INVERNESS
24	HOW002	JON HOWARTH, CHARTERED SURVEYOR, INVERNESS
25	FER004	MUNRO AND NOBLE, SOLICITORS, DINGWALL
26	HGA001	HGA (UK) LTD, CONSULTANT ENGINEERS, INVERNESS
27	HIG024	HIGHLAND APPLIANCE SERVICES, DOMESTIC APPLIANCES, INVERNESS
28	HIG038	HIGH SECURITY LOCKING LIMITED
29	KIS001	KISHORN INSULATIONS LIMITED, BUILDING CONTRACTOR (INSULATORS), KISHORN
30	KLM001	KLM PARTNERSHIP, QUANTITY AND VALUATION SURVEYORS, INVERNESS
31	KOR002	KORRIE MECHANICAL & PLUMBING, INVERNESS
32	KSR001	KS REFRIGERATION AND BOILER SERVICES, BALLACHULISH
33	MCD005	MR ANGUS MACDONALD, BUILDING CONTRACTOR, BORVE
34	MCK055	THE MACKENZIE LAW PRACTICE, SOLICITORS, INVERNESS
35	MCL004	MR M H MACLEOD, ELECTRICAL CONTRACTOR, ERBUSAIG
36	MCL013	D A MACLENNAN SKYE LTD, BUILDING CONTRACTOR, KYLEAKIN
37	MCL030	MACLEOD & MACCALLUM, SOLICITORS & ESTATE AGENTS, INVERNESS
38	MCP013	MACPHERSON ELECTRICAL, ELECTRICAL CONTRACTOR, SLEAT
39	MCQ002	JAMES MACQUEEN BUILDING CONTRACTOR LTD, CROSSAL
40	MOR005	J A MORRISON LTD, BUILDING CONTRACTOR, SATRAN
41	MOR006	JOHN MORRISON TIMBER PRESERVATION, CONON BRIDGE
42	MOR007	MORRISON WINDOWS, PORTREE
43	NOR007	NORSCOT JOINERY LTD, INVERNESS
44	REY001	REYNOLDS ARCHITECTURE LTD, ARCHITECTS, DINGWALL
45	RUR003	RURAL DESIGN, ARCHITECTS, PORTREE

46	SKY018	SKYE OFFICE SUPPLIES, PORTREE
47	STR001	STRATH PRINT LTD, PRINTERS, BROADFORD
48	WIT001	WITTETS LTD, ARCHITECTS, BROADFORD & ELGIN

This document is updated quarterly, in line with our procurement arrangements, and can be found on our intranet under the heading “EPB Information/EPB Suppliers List”. Board members can obtain this information from the Director of Finance and Corporate Services.