

# Entitlements, Payments & Benefits Policy (Based on SFHA Model)



## Document Control

Responsible Person	Chief Executive			
Review Frequency	5 Yearly			
Reviewed by	Board			
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Consultation Required	Yes		No	✓
Equalities Impact Assessment	Yes		No	✓
Added to Company Website	Yes	✓	No	
Associated Documents Considered	Yes	✓	No	

## 1. Introduction

### Who the Policy Affects

- 1.1. This policy is aimed at:
  - All members of our Board.
  - Everyone who works for us.
- 1.2. For the remainder of this policy the above will be referred to as “our people.”

### About This Policy

- 1.3. We are 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 our Regulators, partners and funders. We must ensure that our Company upholds its reputation and that of the sector. Our people cannot benefit inappropriately from their connection to us.
- 1.4. This policy describes the entitlements, payments and benefits that 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.
- 1.5. 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 demonstrate transparency, honesty and propriety<sup>1</sup>. 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.
- 1.6. As we are a Scottish Charity, all of our Governing Body Members must also ensure that they comply with the Office of the Scottish Charity Regulator (OSCR) guidance to Charity Trustees<sup>2</sup> and charity legislation.
- 1.7. 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 the policy we will always take this into account.
- 1.8. As someone who is affected by this policy, you are personally responsible for ensuring that you are familiar with and comply with its terms<sup>3</sup>.
- 1.9. At all times, we expect a common-sense approach to be applied to the interpretation and application of this policy. If you are unsure about anything relating to entitlements, payments and benefits you should consult with the Chair or CEO (if you are a member of the governing body) or with your Line Manager (if you are a member of staff).

### What this Policy Covers

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<sup>1</sup> Scottish Housing Regulator (February 2019) [Regulatory Framework Standard 5.4](#)

<sup>2</sup> Office of the Scottish Charity Regulator (2017) [Guidance for Charity Trustees](#)

<sup>3</sup> Code of Conduct for [Board] Members; Code of Conduct for Staff

1.10. This policy covers:

- 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

#### Other Relevant Policies

1.11. 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.

1.12. You are also required to be familiar with and observe the terms of our Bribery and Fraud policies. We prohibit any attempt to induce the organisation or our people to offer preferential services or business terms and we will always comply with the Bribery Act 2010.

1.13. Our policies relating to the following are also relevant to this document and must be complied with at all times:

- Allocations
- Property Maintenance
- Adaptations
- Procurement
- Training & Development
- Employee Expenses
- Board Members Expenses
- Recruitment & Selection
- Purchase & Disposal of Properties
- Gifts and Hospitality
- Decoration Allowances/Prizes

Please note that this list is not exhaustive, and you are required to comply with all of our policies and procedures.

## **2. Managing Your Interests**

### Registering and Declaring Interests

2.1. 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 3) 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.

- 2.2. 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 Board member who has an interest in a matter that is being considered withdraws from all discussions and plays no part in decision-making<sup>4</sup>.
- 2.3. The Codes of Conduct which our Board and staff are required to uphold contain requirements about Declaring Interests that you should comply with at all times.
- 2.4. An annual report will be made to our Audit & Internal Control Committee (AICC) on the entitlements, payments, benefits that have been recorded in the Register(s) by our people.
- 2.5. 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(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.
- 2.6. 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

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<sup>4</sup> SFHA (2020) [Charitable Model Rules 2020 Rule 38](#)

to deal satisfactorily with the situation so as to protect the probity and reputations of both you and the organisation.

### Entitlements, Payments and Benefits

- 2.7. Many of the interests you will be required to declare can be classed as entitlements, payments or benefits.
- 2.8. As one of our people, you potentially could 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 Company. Our people should not benefit – or be seen to benefit – inappropriately from their involvement with us.
- 2.9. 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. Appendix A lists the entitlements, payments and benefits that fall under this policy, and states:
- Which could be permitted by the Company.
  - Which will never be permitted by the Company.
  - Which you require to declare in the register of interests.
  - Any other further requirements the Company has before permitting.

## **3. People Connected to You**

### Who Else You Should Consider When Declaring Interests

- 3.1. 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"> <li>• Parents, parents-in-law and their partners.</li> <li>• Sons and daughters; stepsons and stepdaughters and their partners.</li> <li>• Brothers and sisters and their partners.</li> <li>• A partner's parent, child, brother or sister Grandparents, grandchildren and their partners.</li> <li>• Someone who is dependent on you or whom you are dependent on.</li> <li>• Close friends.</li> </ul>	Other relatives (eg uncles, aunts, nieces, nephews & their partners).

### What You Need to Consider

- 3.2. 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 managed.
- 3.3. 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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.

### **3.7. What You Need to Consider**

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, ie 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 the management of any company or supplier that we do business (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 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.

#### **4. Use of Our Contractors & Suppliers**

4.1. Waverley Housing 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.

\* 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?”

4.2. 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.

4.3. 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

4.4. 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 Company 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 Company, this includes the use of work email accounts.
- Do not avail or attempt to avail yourself of any preferential rates agreed by the Company or draw on Company 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 Company: 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.

- 4.4.1. 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.
- 4.4.2. For transactions with a value between £500 and £5,000, where practical, you should discuss this in advance with the Director of your section or the 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.
- 4.4.3. For any transactions in excess of £5,000, you must receive written approval from the Chief Executive or Chair (as appropriate) before entering into any contract. 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.
- 4.5. 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.
- 4.6. This Policy also applies to situations where you wish to engage services such as factoring and maintenance services, normally provided to the general public by the Company or its subsidiary.
- 4.7. 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.

## **5. Review**

- 5.1. 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.
- 5.2. The designated senior manager (Chief Executive) will be responsible for monitoring compliance with this policy on a regular basis.
- 5.3. The Audit and Internal Control Committee (AICC) will receive a report annually, which details:
- Numbers of recorded declarations for use of suppliers at each level.
  - Level of reputational risk arising from Board and Staff usage of suppliers and contractors.
  - Compliance with, and effectiveness of, this policy.
- 5.4. Internal Audit will be asked to review the operation of this policy on a 3-yearly cycle.
- 5.5. This policy will be reviewed by the Board at least every 5 years but sooner if necessary to reflect changes in circumstances, regulation or guidance.



## Appendix A – Entitlements, Payments and Benefits

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
<b>HUMAN RESOURCES AND RECRUITMENT</b>		
<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"> <li>• Payment of salary to staff.</li> <li>• Access to car or travel loans or salary advances where specified in the employment contract.</li> <li>• Pension and/or private health care provided as part of the remuneration package.</li> <li>• Performance related pay or bonus awarded in accordance with contractual terms.</li> <li>• Books and equipment in connection with employment or training in accordance with agreed policies and/or contractual terms.</li> <li>• Reimbursement of professional fees.</li> </ul>	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.
<p>Payment to a member of the Board for their role as a Board member, in accordance with the terms of their letter of appointment.</p>	Yes	<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 2005<sup>5</sup>.</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"> <li>• payment of permitted out of pocket expenses.</li> <li>• reimbursement of travel costs.</li> </ul>	Yes	Entitlements in connection with your role as one of our people 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.

<sup>5</sup> 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?
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"> <li>• It arises directly from a decision to terminate the employee's contract of employment.</li> <li>• Payment is approved by the Board.</li> <li>• 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 awarded by a court or tribunal and associated costs to the organisation to participate in the tribunal).</li> <li>• Payment does not exceed the equivalent of one year's salary for the employee.</li> <li>• That this payment is instead of (rather than additional to) any redundancy entitlement.</li> </ul>
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"> <li>• There has been an open recruitment exercise in accordance with our policy that you have not played any part in <b>and</b></li> <li>• you have no direct or indirect line management or supervision responsibility for the post <b>and</b></li> <li>• the offer of employment complies with our policy and is approved by the CEO <b>and</b></li> <li>• you record your connection to the successful applicant in the register within five days of their acceptance of the offer.</li> </ul>

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
The offer of employment or contract for the provision of services (e.g. specialist advice) to someone who is, or has been in the last twelve months, a member of our Board or to anyone who is related to a member of the Board.	No	This cannot be permitted.
Appointment of one of our staff members to the Board.	No	This cannot be permitted in accordance with the Articles of Association.
Nominations to join the Board from people who are connected to a serving member.	Yes	This can be permitted in accordance with the Articles of Association.
<b>OUR PEOPLE AS TENANTS OR SERVICE USERS</b>		
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"> <li>• it is in accordance with our published allocations policy <b>and</b></li> <li>• neither the applicant or anyone connected to the applicant is involved in any way or in any part of the allocation process <b>and</b></li> <li>• the offer is approved by the Governing Body in advance <b>and</b></li> <li>• the tenancy is recorded as an interest in the appropriate register within five days of the tenancy commencing.</li> </ul>
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 CEO. 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</p>

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
		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.
<b>TRAINING AND EVENTS</b>		
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.
The Company 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 (where total cost does not exceed £500)	<p>The Board must approve attendance in advance, and will only do so if:</p> <ul style="list-style-type: none"> <li>• The company or one of our people (because of their role with us) has been nominated for an award; or</li> <li>• attendance is in recognition of achievement of or in pursuit of appropriate business development; or</li> <li>• we can demonstrate that attendance or participation is directly related to furthering our aims and objectives.</li> </ul> <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><b>The total cost should not exceed £500 per person and we will make all arrangements in advance.</b></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 Board would be required.</p>

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
<b>GIFTS AND HOSPITALITY</b>		
<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, flowers) can be accepted if:</p> <ul style="list-style-type: none"> <li>• The cumulative value of gifts received from the same source in a 12 month period does not exceed £60.</li> <li>• You do not receive more than two such gifts from the same source in a 12 month period.</li> <li>• You record receipt of the gift(s) in the register.</li> </ul> <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"> <li>• Advise the donor that the gift will be donated to charity or will form part of our annual charity fund raising activities.</li> <li>• Record the gift and the action taken in the register within five days.</li> </ul> <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 (not exceeding a value of £100)</p>	<p>Gifts from the Company 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"> <li>• Family events (e.g. marriage, milestone birthday, birth of a child).</li> <li>• Retirement.</li> <li>• Leaving the organisation.</li> </ul> <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> <p>You should not accept invitations with a value that is greater than £60, unless you have prior approval from the Chief Executive or Board. 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 Chief Executive or Office Bearer of the Board.</p>
<p>Our people seeking donations from our contractors/suppliers when fundraising for charity.</p>	<p>Yes</p>	<p>This is permitted provided:</p> <ul style="list-style-type: none"> <li>• Approval is gained from Chief Executive prior to making any approach</li> <li>• Any donations received are recorded in the register</li> </ul> <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>

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY BEFORE THIS WILL BE PERMITTED?
<b>PROCURING GOODS/SERVICES</b>		
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"> <li>• Our policy and procedures are followed.</li> <li>• The prospective purchaser should play no part in the processing of the transaction by the organisation.</li> <li>• It is declared and recorded in the register within five days of the missives being concluded confirming the process followed.</li> </ul>
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)	<p>This is not permitted in almost all circumstances. We could only consider this where:</p> <ul style="list-style-type: none"> <li>• The person affected by this policy is not involved in any part of the procurement process or decision.</li> <li>• The appointment is approved by the Governing Body which is satisfied that the appointment is reasonable in the circumstances.</li> <li>• There is no reasonable alternative (e.g. because of geography or the specialist nature of the goods/services).</li> </ul> <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"> <li>• Our policy and procedures are followed.</li> <li>• The prospective seller plays no part in the decision to purchase the property or the processing of the transaction by the organisation.</li> <li>• It is declared and recorded in the register within five days upon conclusion.</li> </ul>
The purchase of goods/services from our suppliers/contractors by one of our people.	Yes	This should normally be avoided, and will only be potentially permitted if the procedure identified in Section 4 is followed.

## Appendix B - Contractors and Suppliers List 2024

Supplier	Name	Supplier	Name
ADA002	Adaptocare Ltd	MTS001	MTS Training Services
AQL001	(aq) Limited	MUR002	David R Murray & Associates LLP
AST001	Astral Hygiene	NET002	Network Credit Services
AVS001	AV Safety Consultants Ltd	NEW001	Newey & Eyre
BAL002	Ballantyne & Handley Builder	PHS001	PHS Group plc
BIB001	Bibby Financial Services	PLU002	Plumbstore
BEA004	Brian Beattie Cleaning	POW001	Powertec Electrotechnical Services Ltd
BEL001	Bell Group UK	PRO001	Probrand Limited
BOR005	Borders Safeguard	PSC001	PSC Systems Limited
BOR006	Borders Slate Suppliers	PUN001	Punchy Carpets
BOR015	Borders Hydro Clean Ltd	PUB001	Public Internet Ltd
BOR018	Borders Care & Repair	RED002	Graham Redpath
BOR019	Borders Hardware Ltd	RED003	D Redpath Surfacing
BOR021	Borders Aggregates & Landscaping Supplies	REM001	Rembrand Timber Limited
BRO007	Alan Brown	REN001	Rentokil Initial UK Ltd
CAM001	Cameron Strachan Yuill Architects	RIC003	Richardson & Starling Damp Specialist
CAN001	Cannon (UK) Ltd	ROB001	Robertson Timber Ltd
CAS003	Kick ICT Group Ltd	ROD002	Craig Rodgerson Plumbing
CAS004	Castle Water Ltd	ROX002	Roxburgh Heating
CAS005	Castleton Technologies Ltd	ROX003	Roxburghe Home Solutions Ltd
CHA001	Chartered Institute Of Housing	ROY001	Royal Mail
CHA002	Charters Electrical Ltd	RUT003	K L Ruthven
CHI001	Chiene + Tait	SAF001	Safe Services
CIT002	City Electrical Factors Ltd	SAG001	Sage Software Limited
CIT003	City Plumbing Supplies	SBS001	SBS Cumbria Ltd
CLA002	Clamp & Pringle	SCO007	Scottish Borders Council
COC002	G W Cockburn Water & Drainage Services	SCO009	Scottish Federation of Housing Association
COO001	Cooks Van Hire	SCR001	Screwfix Direct
COX001	Peter Cox Ltd	SHA002	SHARE
CRO002	Crop Services (Scotland) Ltd	SHR001	Shred It
CRO003	Crown Paints Ltd	SID001	Sidey Ltd
DAL004	Dalex Systems Ltd	SPE002	Speedy Asset Services Ltd
DES001	Depothire Ltd	STE001	James Stewart & Son
DES002	Desport & Gray	SUT001	Ray Sutherland Roofing
DOB001	Dobbie & Michie	TEN001	Tenants Information Service
DOU002	Stuart Douglas	THO006	Thompson Power Tools
DOV001	J T Dove Ltd	TRA002	Travis Perkins
DUL001	Dulux Decorator Centre	TRU001	Trust Enterprises Ltd
EDM001	Edmundson-Electric Center	TUR001	D Turnbull Plumbing
EIL001	Eildon Pest Control & Hygiene Systems	TWE002	JPI Media Publishing



Supplier	Name	Supplier	Name
ELI002	WorkNest Limited	MOS001	Mosaic Software
EVE001	FAAC Entrance Solutions UK Ltd	UTI002	Utilia Energy
FAA001	Ferguson & Aitkin Ltd	VAL001	Valuation Office Agency Admin
FER001	Gordon Ferguson	WAR002	Warmworks Energy Advisor
FER002	Finlaysons Contracts Ltd	WAT003	David Watson Forestry
FIN002	1st Choice Fire Protection Services	WIL003	Wilson Signs
FIR004	Forth Resource Management Ltd	WOL001	Wolseley UK Limited
FOR002	Galashiels Glass & Glazing	WOR002	Workwear Express
GAL001	GB Technologies Limited	WRI002	Wrights Hardware
GCJ001	Ian Gourlay Tree Services	WYE001	Wylie + Bisset LLP
GOU001	Greenskye Energy Solutions Ltd	XER001	Xerox (UK) Limited
GRE002	J W Grieve Border Gas Ltd	YOU002	TC Young Solicitors
HAD001	JMS Harkin Ltd		Updated May 2024
HAR002	Bruce Hastie Electrical		
HAS001	Hawick Autocare Ltd		
HAW005	HEATECH (Hawick) Ltd		
HEA001	Henderson Grass Machinery		
HEN002	Hislops		
HMD001	Holequest Limited		
HOL001	HouseMark Ltd		
HOU002	Howdens Joinery		
HOW001	Hume & Tait		
HUM002	Hume Roofing & Property Services		
HUM003	Id Bureau Services		
INT001	Capita Software Services		
ITA001	Italik		
JER001	Simon Jersey		
JEW001	Jewsons Limited		
KED001	T & R Keddie		
LAN001	Language Line Solutions		
LAW002	Law At Work		
LAW003	Law ALL Trades		
LEG002	Graeme Legge Ltd		
LIN001	Sean Linton Plastering & Roughcasting		
MAC001	MacLeod Glass Ltd		
MAG001	Magnet Limited		
MA1001	Mainflow Plumbing & Heating		
MAR003	Marsh & Riddell Ltd		
MCS001	McSense Services Ltd		
MID001	Midburn Joinery Ltd		
MKM001	MKM B.S. (Galashiels) Ltd		