



ORE VALLEY GROUP

PAYMENTS AND BENEFITS

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Model Entitlements, Payments, and Benefits Policy

1. Introduction

Who the Policy Affects

1.1 This policy is aimed at people who are:

- Members of our Governing Body and of the governing body of any of our subsidiaries
- Everyone who works for us or any of our subsidiaries, whether employed directly or otherwise

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 and to our Regulators. We must ensure that the organisation upholds its reputation and that of the sector. Our people cannot benefit inappropriately from their connection with the organisation.

1.4 This policy describes the entitlements, payments or 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 propriety¹. We must ensure there is no public perception of impropriety.

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 Trustees² 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 improperly or inappropriately from their involvement with us, but also that they are not unfairly

¹ Scottish Housing Regulator (April 2012) Regulatory Framework p28 section 5.13 available [here](#)

² Office of the Scottish Charity Regulator (Aug 2013) Guidance For Charity Trustees section 3 available [here](#)

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.

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 benefits, payments or entitlements 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

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 will 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 Anti-Bribery and Fraud policy. We prohibit any attempt to induce the organisation or our people to offer preferential services or business terms and we will at all times 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
- Repairs and Improvements
- Adaptations
- Procurement
- Training
- Expenses
- Recruitment

- Sale of our Property
- 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. You will be required 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 at a meeting, you must declare your interest and play no part in the discussion; you must withdraw from any part of a meeting where the interest arises.

2.3 The Code of Conduct also contains a section on Declaring Interests that you should comply with at all times.

2.4 An annual report will be made to our Governing Body on the entitlements, payments, benefits that have been recorded in the Register.

Entitlements, Payments and Benefits

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

2.6 As one of our people, you potentially could be offered benefits over and above that to which you are contractually entitled, 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.

2.7 Apart from payments that our people are entitled to by contract, statute 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.

2.8 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.

2.9 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.

2.10 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

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. 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 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	<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 	<p>Other relatives (e.g. uncles, aunts, nieces, nephews & their partners)</p> <p>Other friends (e.g. someone you are acquainted with socially, neighbours,</p>

studying away from home	<p>partners</p> <ul style="list-style-type: none"> ● 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 	business contacts/associates)
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3.2 If you become aware of any action or involvement relating to **anyone** in the table then you should declare and manage this as soon as possible.

3.3 However, 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 associated and/or in regular contact 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 that you do not have a close association and/or regular contact with.** 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 3.4-3.7 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

3.7 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 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 is on our approved list
- Involvement in the management of any company or supplier that we do 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 In order to help us maintain our excellent reputation, where possible you should avoid using the organisation's contractors/suppliers for your own private 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 [insert list of contractors the policy applies to at Appendix B].

4.2 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.

4.3 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 alternative suitable 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)

4.4 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.

4.5 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. utilities, BT, banks or national chains)

4.6 **Guidance for approving officer:** The approving officer will have an appropriate level of seniority, in accordance with our scheme of delegation. In making your decision you should 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, such as ensuring that the individual is not involved in any transactions with or decisions about the contractor/supplier in question on behalf of the organisation. You should 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 should be formally reported annually to our Governing Body.

5. Review

5.1 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 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.

5.2 This policy was adopted by our Governing Body on 14th July 2015. It will be reviewed not later than 13th 2018.

Appendix A – Entitlements, Payments and Benefits

EXAMPLE	CAN THIS BE PERMITTED?	FURTHER ACTION NECESSARY 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 of employment, the need to record in the register of processes in place for this purpose.
<p>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</p>	[Yes or No]	<p>[Such payments will only be permitted if the conditions set out in Section 67(3) of the Charities and Trustees Investment (Scotland) Act 2005³</p> <p>The payment must be recorded in the register of processes in place for this purpose of the appointment being confirmed (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 contract of employment in our expenses policy are always permitted if declared provided claims are made
<p>Provision of a loan by the organisation to one of our people</p>	No	This is not permitted unless in connection with your contract of employment. We cannot make any
<p>Redundancy or Voluntary severance payment to an employee</p>	Yes	<p>We can make redundancy payment in accordance with their contract.</p> <p>We can make a voluntary severance payment outside the terms of their contract of employment</p> <ul style="list-style-type: none"> • It arises directly from a decision to terminate their contract of employment • Payment is approved by the governing body • That the total sum of the payment does not exceed, in the opinion of the governing body, the total cost of a successful appeal to the Employment Tribunal (including the liability for interest)

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

		<p>be awarded by a court or the organisation to participate</p> <ul style="list-style-type: none"> • Payment does not exceed the employee • That this payment is instead of a redundancy entitlement
An offer of employment (temporary or permanent) to someone who is 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 process under our policy that you have not been involved in • You have no direct or indirect responsibility for the post and the offer of employment • The offer of employment comes from a third party [INSERT APPROPRIATE] • You record your connection in the register within five days of the offer
The offer of employment to someone who is, or has been in the last twelve months, a member of our Governing Body or to anyone who is related to a member of the Governing Body	No	This cannot be permitted.
Appointment of one of our staff members to the Governing Body	[Yes or No]	This [can or cannot] be permitted in the organisation.
Nominations to join the Governing Body from people who are connected to a serving member.	[Yes or No]	This [can or cannot] be permitted in 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 policy • Neither the applicant or any other person involved in any way or in any way connected to the offer • The offer is approved by the relevant authority • The tenancy is recorded as a tenancy in the register within five days of the tenancy agreement
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 and recorded.</p> <p>Adaptations must comply with our policy [INSERT APPROPRIATE]. The adaptation must be recorded in the register within five days of approval.</p> <p>Improvements must be carried out in accordance with our policy and recorded in the register within five days of their interest if/when the programme of improvement is recorded in the register at completion.</p>
Where one of our people (or someone connected to one of our people) is a tenant and receives payment of a	Yes	Payment of decoration allowance must be made in accordance with our policy and recorded in the register within five days of completion.

decoration allowance, tenant reward/incentive as part of an agreed scheme or prize.		Prizes or awards in competitions or community (e.g. garden competition) process for giving the award/prize has to be independent. Receipt of the award must be recorded in the register with
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
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	Accommodation that is part of a course need to be recorded in the register, relevant individual training plan. Residential conferences are important for necessary skills, knowledge and experience contribution to our activities.
Attendance by you at events to mark awards, achievements or other significant milestones relevant to our business.	Yes (where not exceeding £500)	The Governing Body must approve <ul style="list-style-type: none"> The organisation or one of our subsidiaries has been nominated for attendance is in recognition of appropriate business development we can demonstrate that attendance is related to furthering our aims Where we ask you to represent us at an event, it should be recorded in the register along with a declaration of accommodation and the costs of attendance. The total cost should not exceed £500 for all arrangements in advance. Where costs would exceed £500, you must seek specific approval of the Governing Body
GIFTS AND HOSPITALITY		
Gifts received from tenants and external sources	Yes (not exceeding a value of £25)	Small gifts (e.g. a box of chocolates) are accepted if: <ul style="list-style-type: none"> the value does not exceed £25 you do not receive more than one gift of this value in a 12 month period you record receipt of the gift You should not normally accept other gifts with a value of more than £25 unless it would otherwise damage our reputation. <ul style="list-style-type: none"> Advise the donor that the gift is part of our annual charity fund Record the gift and the action taken

		<p>You should not regularly accept gifts more than once from the same source.</p> <p>You should also record any offers of 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 (not exceeding a value of £25)</p>	<p>Gifts from the organisation to our people is to mark a special occasion or significant event</p> <ul style="list-style-type: none"> • Family events (e.g. marriage) • Retirement • Leaving the organisation <p>These must be recorded in the relevant register and will not normally exceed £25.</p> <p>Please note, that this does not include gifts given from own personal funds to mark special occasions, unless 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 £50)</p>	<p>Modest hospitality, such as a sandwich and drink, is permitted and does not need to be recorded.</p> <p>All other hospitality up to a value of £50 must be recorded in the register, along with an estimate of the value, within five days of attendance.</p> <p>You should not accept invitations to events costing more than £50, unless you have prior approval. The type of hospitality offered will also be taken into account. We will not normally accept invitations to events such as golf tournaments etc.</p> <p>In this case, the reason for acceptance must be recorded in the register and countersigned by [INSE]</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"> • Approval is gained from [INSE] before any approach • Any donations received are recorded in the register <p>We recognise our social responsibilities to the organisation and our people. We will support our approach to supporting other charities.</p>
<p>PROCURING GOODS/SERVICES</p>		
<p>Sale of a property under Right To Buy to someone affected by this policy</p>	<p>Yes</p>	<p>This is permitted with no requirement for approval. The normal process for valuation and sale of property would be applied.</p>

<p>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</p>	<p style="text-align: center;">Yes</p>	<p>This is permitted, provided:</p> <ul style="list-style-type: none"> • Our policy and procedures • The prospective purchaser • It is declared and recorded • missives being concluded
<p>The organisation entering into a contract with an organisation where one of our people, or someone connected to them, has significant control.</p>	<p style="text-align: center;">No (in almost all cases)</p>	<p>This is not permitted in almost all cases where:</p> <ul style="list-style-type: none"> • The person affected by this • The appointment is approved • There is no reasonable alternative • the specialist nature of the <p>In such rare circumstances, the appointment should be registered along with details of the process.</p>
<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</p>	<p style="text-align: center;">No (in almost all cases)</p>	<p>This cannot be permitted in almost all cases.</p> <p>The only exception would be if you are a tenant under the Government's Mortgage to Rent scheme, provided:</p> <ul style="list-style-type: none"> • Our policy and procedures • The prospective seller plays a role in the property or the process • It is declared and recorded • conclusion
<p>The purchase of goods/services from our suppliers/contractors by one of our people</p>	<p style="text-align: center;">Yes</p>	<p>This should normally be avoided, and the procedure identified in Section 4 should be followed.</p>