



GROUP ENTITLEMENTS, PAYMENTS AND BENEFITS POLICY

POLICY IMPLEMENTATION CHECKLIST	
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This document can also be provided in large print, braille, audio or other non-written format, and in a variety of languages

1 Introduction

- 1.1 This policy is based on the Scottish Federation of Housing Association's (SFHA) Model Policy on Entitlements, Payments and Benefits, which the Scottish Housing Regulator (SHR) has confirmed meets its regulatory requirements. Section 4 of the policy has however been amended from the model to reflect the Group's specific approach to the use of contractors and suppliers by our governing body members and employees.

Who the Policy Affects

- 1.2 This policy is aimed at:

- Caledonia and Cordale's Governing Body Members
- Everyone who works for Caledonia Housing Association, whether directly or otherwise, or who volunteers for Caledonia or Cordale Housing Associations

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

Why we have this Policy

- 1.4 Caledonia and Cordale Housing Associations ("the Group") are Registered Social Landlords and Scottish Charities. The Group is part of a sector that has a strong reputation for integrity and accountability to the people it exists to help and to its' Regulators, partners and funders. As an organisation, the Group must ensure that it upholds its' reputation and that of the sector. We have to ensure that our people cannot benefit, or be seen to benefit, inappropriately from their connection with the organisation. Equally, we must protect our people from unjustified criticism and ensure that, wherever possible, no one is unfairly disadvantaged by their connection to us.
- 1.5 This policy describes the entitlements, payments or benefits that our people are able to receive. It also describes what is not permitted (and why) and the arrangements that the Group has in place to ensure that we are transparent and accountable in how we comply with the requirements of this policy and our regulators.
- 1.6 Our Rules require that we have a policy dealing with payments and benefits. 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. We must ensure there is no justifiable public perception of impropriety.
- 1.7 As both Caledonia and Cordale Housing Associations are Scottish Charities, all Group Governing Body Members must also ensure that they comply with the Office of the Scottish Charity Regulator (OSCR) guidance to Charity Trustees and charity legislation.

- 1.8 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.
- 1.9 As someone who is affected by this policy, you are personally responsible for ensuring that you are familiar with and comply with its terms. You are also responsible for ensuring that the Register of Interests is always up to date, declaring interests that are relevant to your role with us is key to the effective implementation of this policy.
- 1.10 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:
 - 1.10.1 Caledonia Housing Association - consult with the Chair or the Director of People and Governance if you are a governing body member or with your Line Manager if you are a member of staff.
 - 1.10.2 Cordale Housing Association – consult with the Chair or the Director of People & Governance if you are a governing body member.

What this Policy Covers

- 1.11 This policy covers:
 - Managing Your Interests
 - Registering and Declaring Interests
 - Entitlements, Payments and 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

- 1.12 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.
- 1.13 You are also required to be familiar with and observe the terms of our Anti-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 at all times comply with the Bribery Act 2010.

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

- Allocations
- Conflict of Interest
- Standing Orders
- Financial Regulations
- Delegated Authority
- Repairs and Maintenance
- Stage 3 Adaptations
- Procurement
- Training
- Expenses
- Recruitment & Selection
- Decoration Allowance

1.15 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 Being open about any interests that our people have that are relevant to their role with us is critical to protect our reputation. Our Register of Interests helps to ensure and demonstrate that we conduct our affairs with openness, honesty and integrity. 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 must maintain the accuracy of the interests you declare and confirm annually that your entry in the Register is accurate and up to date.

2.2 Our Rules require that any Governing Body Member who has an interest in a matter that is being considered withdraws from all discussions and plays no part in decision-making. Where you have a personal or business interest in any matter that is being discussed or considered at a meeting (or someone connected to you has), you must declare your interest and play no part in the consideration, discussion or decision-making; you must withdraw from any part of a meeting where the interest arises and play no part in the discussion. This requirement does not apply to Governing Body Members who are tenants where matters are being considered that relate to policy implementation affecting all or a substantial number of tenant (e.g. rent increases). The requirement to withdraw relates to matters in which someone affected by this policy has an individual interest, e.g. where they are the tenant of a property that is being considered for exceptional treatment (e.g. associated with RAAC) and that a decision will have an individual and personal impact on. If a Governing Body Member who has a conflict of interest shares factual information about the matter with the Chair (or any other Governing Body Member) outwith the meeting to inform discussion, that must be declared to the meeting and that Chair must ensure that it does not influence the outcome and decision-making.

- 2.3 Constitutional Standard 23 requires a RSL to “... have a clear process to identify and address any conflicts of interest. This policy has been endorsed by the SHR and so complies with regulatory requirements.
- 2.4 The Codes of Conduct that our Governing Body Members and staff are required to uphold contains requirements about Declaring Interests that you should ensure you are familiar with and comply with at all times.
- 2.5 An annual report will be made to the Governing Bodies within the Group on the entitlements, payments, benefits that have been recorded in the Register by our people.
- 2.6 The following are examples of the kind of interest that you must declare and ensure is managed appropriately. Please note that this list is not exhaustive and there may be other interests that you should declare.
- Tenancy of a property of which either Caledonia or Cordale Housing Association is the landlord.
 - Occupancy or ownership of a property that is factored or received property related services from either Caledonia or Cordale Housing Association.
 - Receipt of 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 or engage 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.
- 2.7 You should be aware that in some limited circumstances, it is not possible to manage an interest effectively. Examples of an interest that cannot be managed effectively include, but are not limited to:

- someone who is a member of the Governing Body or closely connected to a Governing Body Member cannot apply for or be appointed to a staff role or be engaged to provide goods or services to the RSL.
- someone who is closely connected to an employee cannot become a Governing Body Member.
- a senior member of staff or office bearer cannot be an elected member of a local authority that the RSL engages with.

In some circumstances, specific measures will be required to ensure that the probity and reputation of the organisation and its people are safeguarded, e.g. by ensuring that all employment is undertaken openly and transparently and without the involvement of anyone connected to any applicant; by ensuring that employees who are connected are not line-managed (directly or indirectly) by the person they are connected to. If this is not possible, the “benefit” (employment offer) cannot be conferred. Confirming that all interests are openly declared at the start of recruitment and procurement processes will assist in avoiding a breach of the policy and/or Code of Conduct or compromise regulatory compliance.

Entitlements, Payments and Benefits

- 2.8 Many of the interests you will be required to declare can be classed as entitlements, payments or benefits.
- 2.9 As one of our people, you are entitled to receive payments and benefits in accordance with the terms of our policies and, for staff, employment contracts. There are occasions where you could be offered benefits over and above what you are entitled such as gifts or hospitality from external parties. These offers would be directly because you are 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.
- 2.10 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. The table at Section 8 explains the payments we can and cannot make in more detail.
- 2.11 As we contribute to the economies of the areas 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.
- 2.12 There are some entitlements, payments and benefits that we can never permit, and others where we have additional requirements or conditions that must be met before we can permit.

2.13 The table at Section 8 lists the entitlements, payments and benefits that fall under this policy and states:

- Which can be permitted by the Group
- Which will not be permitted by the Group
- Which you require to declare in the Register of Interests
- Any other further requirements the Group 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 connected**. Someone “closely connected” to you includes members of your household, family members and other relatives and your friends.
- 3.2 Who you should consider, and our expectations of you to identify and declare relevant actions, are outlined in Table A below. If you are in any doubt about whether or not a declaration is required, you should consult the Chair or CEO (for Caledonia Governing Body Members), the Executive Director of People & Governance for Cordale Governing Body Members, or your line manager (for staff).

Table A – People who are Closely Connected to one of Our People

<u>Group</u>	<u>Required Response</u>
<p>1. <u>Members of Your Household</u></p> <p>This includes:</p> <ul style="list-style-type: none"> • Anyone who normally lives as part of your household (whether related to you or otherwise) • Those who are part of your household but work or study away from home 	<p>We expect you to be aware of and declare any relevant actions of all people in your household. You must take steps to promptly identify, declare and manage these.</p>

<u>Group</u>	<u>Required Response</u>
<p>2. <u>Partner, Relatives and Friends</u></p> <p>This includes:</p> <ul style="list-style-type: none"> • Your partner (if not part of household) • Your relatives and their partners • Your partner's close relatives (i.e. parent, child, brother or sister) • Your friends • Anyone you are dependent upon or who is dependent upon you 	<p>Where you have a close connection and are in regular contact with anyone within this group, we expect you to be aware of and declare any relevant actions. Under these circumstances, you must take steps to identify, declare and manage these actions.</p> <p>Where you do not have a close connection and/or regular contact with someone in this group, we do not expect you to be aware of or to go to unreasonable lengths to identify any relevant actions. However, if you happen to become aware of relevant actions by such individuals, then these should be declared and managed as soon as possible.</p>

What You Need To Consider

3.3 The following are the relevant actions/involvements by those **to whom you are closely connected** that you should consider, declare and manage as per our expectations outlined in Table A above (please be aware that this list is not exhaustive or exclusive) and that some interests and their potential conflicts cannot be reconciled with the purpose and terms of this policy):

- A significant interest in a company or supplier that we do business with (or are considering doing business with). 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 or supplier with which we do business (or are considering doing business with).
- Involvement in the management of any company or supplier with which we do business (or are considering doing business with).
- Involvement in tendering for or the management or delivery of any contract for the provision of goods or services to us.
- Application for employment with us.
- Application to join the Governing Bodies of Caledonia or Cordale Housing Associations
- 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 The Group has a well-earned reputation for integrity and honesty and is committed to acting with transparency, honesty and propriety and avoiding any public perception of improper conduct. In order to help us maintain our excellent reputation it is important that our people do not misuse their position to gain benefits that would not be available to other members of the public.
- 4.2 At the same time we do not want to see staff and governing body members face unreasonable restrictions which put them at a disadvantage compared to other members of the public. Where in your personal/home life you as one of our people need a service from a supplier or contractor linked to the Group, if it causes no disadvantage or inconvenience to you to avoid using that contractor then we would ask that such use is indeed avoided; however the Group does not wish to unreasonably restrict your choice of contractor.
- 4.3 It is extremely important that, where you wish to use one of the contractors linked to the Group, you take particular steps which will help protect both you and the Group. A staff or governing body member should only utilise the services of suppliers and contractors (listed at Appendix A for Caledonia, Appendix B for Cordale) for their own personal needs if:
- The normal commercial rates are paid for this service and no preferential treatment, financial or otherwise, is received.
 - You report your proposed course of action to your departmental director (for staff team members) or the respective Chair (for governing body members) before committing to use the contractor in question and follow any advice offered. In emergency situations you should comply with this policy as soon as is practically possible.
 - You make a written declaration (see Appendix E) as soon as practical that you have not received any advantage or preferential treatment (financial or otherwise) from the contractor or supplier arising out of their connection to the Association that you are connected with: 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.
 - You record the transaction or agreement as soon as practical in the Association's Register of Payments and Benefits and keep the entry up to date.
- 4.4 Examples of situations that might arise in this context include buying goods or services from a connected business such as a main reactive maintenance contractor or the company(s) responsible for carrying out planned and cyclical maintenance programmes for the Group (where the provisions of section 4.5 below apply).
- 4.5 Appendix A lists the suppliers and contractors for Caledonia Housing Association and Appendix B those relating to Cordale Housing Association, to whom this policy applies.

This details the majority of the contractors/suppliers that we currently use and/or are likely to use. It does not include any of our contractors/suppliers that:

- Only provide services of a small value (e.g. local window cleaners or sandwich shops), with value based on expenditure of less than £3000 for Caledonia and less than £1000 for Cordale in the previous financial year; or
- Have such a large national or local standing that no favour could ever realistically be gained (e.g. utilities, Amazon, telecoms providers, banks or national chains)

Any contractor/supplier not included on the list at Appendices A or B can be used without the need for any specific action.

- 4.6 In the event of becoming involved in a dispute with the Group arising out of your proposed or actual use of a contractor or supplier used by the Group (see section 4.5 above), you must notify the Chair (for governing body members) or the Chief Executive (for staff members) and withdraw from any discussions relating to the service and / or work involved.
- 4.7 In the case of governing body members, if the dispute cannot be resolved through the normal complaints procedure and you remain dissatisfied, you should resign from the governing body in order to pursue the complaint independently.
- 4.8 Separate Register of Payment and Benefit documents will be maintained for Caledonia and Cordale Housing Associations. These will be reviewed in April and October of each year by the respective Chairs in the Group. Information on entitlements, payments and benefits recorded in the registers will also be provided in the Annual Governance Reports to the respective governing bodies in June of each year.
- 4.9 More generally, if using the services of the Caledonia Group's contractors/suppliers our people should not:
- Make any reference to their role/position in the Group during private commercial/business negotiations and should not respond to any attempt by a supplier/contractor to engage with him/her on the subject
 - Approach suppliers or contractors through the Group
 - Avail of preferential rates negotiated by the Group or draw on Group contracts or framework agreements.

Consideration should be given by our people on each occasion as to the level of potential reputational risk or any potential conflicts of interest that may arise from their possible use of the contractors/suppliers used by the Group.

- 4.10 Over and above these actions, steps will be taken by the Group to advise our contractors and suppliers on the Group's policy relating to the use of contractors and suppliers by our people and on entitlements, payments and benefits more generally. Information will also be provided on the Group's Whistleblowing Policy to raise their awareness of how they could report any inappropriate approach from one of our people

relating to a transaction. Periodic reviews of the implementation of the Entitlements, Payments and Benefits Policy will also be undertaken as part of the Group's internal audit programme.

5 Granting a Tenancy

- 5.1 Being one of our people or being closely connected to one of our people should not prevent someone being allocated a tenancy if they are in housing need and the terms of the relevant Commons Allocations Policy are met. To ensure transparency and probity, consideration of the application/allocation should be carried out completely independently of the individual; their connection to the RSL must be explicitly identified and the allocation should be approved by a senior officer in accordance with our Scheme of Delegated Authority. The allocation should be registered within FIVE days of being made and reported to the next meeting of the Governing Body, along with confirmation that the necessary management processes were followed.
- 5.2 This is outlined within the Entitlements, Payments and Benefit table at section 8 of this policy (see 8.13).

6 Review

- 6.1 Both Caledonia and Cordale Housing Association's Rules require the Governing Bodies to set our policy on payments and benefits and keep it under review. This policy has been approved by the Group's Governing Bodies 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 regulatory requirements.
- 6.2 This policy will be subject to review on a three yearly cycle.

7 Compliance Statement

- 7.1 *It is important that all members of staff, in carrying out their duties for the Group, do so in accordance with the Group's policy framework. Our policy framework ensures we comply with laws and regulation, while giving guidance to inform operations and decision-making. Our policies have been designed to be clear and easy to understand, and are available on our website and intranet. If any member of staff is unclear as to their responsibilities under this policy, then they should refer to their line manager and / or the policy author for further guidance. A failure to comply with Group policies can have serious consequences for the Group. Should an employee become concerned about serious non-compliance with the policy, they should speak to their line manager or refer to the guidance set out in the Group Whistleblowing policy.*

8. – Entitlements, Payments and Benefits

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
HUMAN RESOURCES AND RECRUITMENT			
8.1	<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/sacrifices where specified in the employment contract; • pension and/or private health care and health benefit 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 • Access to discounts (or similar) for personal use/purchase of goods/services as part of employment terms/benefits 	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.
8.2	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>Caledonia HA – Yes</p> <p>Cordale HA - No</p>	<p>Payments must be in accordance with the Charities and Trustee Investment (Scotland) Act 2005 and any associated guidance from the Office of the Scottish Charity Regulator.</p> <p>Payments 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>
8.3	<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 as set out in our expenses-related policies are always permitted and do not need to be declared provided claims are made in accordance with our procedures.

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
8.4	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 (e.g. a loan to support education or training costs). We cannot make any other loans to individuals.
8.5	Redundancy or Voluntary severance payment to an employee	Yes	<p>We can make redundancy payments to an employee in line with the Redundancy Policy and terms of their contract.</p> <p>or</p> <p>We can make a voluntary severance payment (often referred to as a Settlement Agreement) to an employee which is outside the above terms provided:</p> <ul style="list-style-type: none"> • It arises directly from a decision to terminate the employee's Contract of Employment • Payment is approved by the Governing Body • That the total sum of the non-contractual payment and benefit does not exceed, in the opinion of our employment adviser, the total cost of a successful application by the employee to a Court or Tribunal (including the likely level of compensation that might be awarded by a court or tribunal and associated costs to the organisation to participate in the tribunal) • Payment does not exceed the equivalent of one year's salary for the employee

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			<ul style="list-style-type: none"> • That this payment is instead of (rather than additional to) any redundancy entitlement
8.6	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 Chief Executive Officer or Executive Director of People and Governance and • You record your connection to the successful applicant in the register within five days of their acceptance of the offer. <p>Since there can be no direct or indirect line management responsibility, someone who is closely connected to the Chief Executive cannot be appointed to any role.</p>
8.7	<p>The offer of employment (temporary or permanent) to someone who is;</p> <ul style="list-style-type: none"> • A current member of the Governing Body • Was previously a member of the Governing Body in the past 12 months 	No	<p>This cannot be permitted. This is because the governing body is the employer and determines all policies terms and conditions relating to our employment practices. Consequently, it is very difficult to avoid the risk of a perception that someone closely connected to one of our people may have</p>

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
	<ul style="list-style-type: none"> Is closely connected to a current member of the Governing Body 		<p>been unfairly advantaged or that an employee of a Governing Body Member may be able to exert inappropriate influence. Equally, if someone is, or has recently been, a member of the Governing Body, it is essential to ensure that it is not possible for there to be any risk of a perception that they have received favourable treatment and/or had access to privileged information about a post that they are subsequently recruited to.</p>
8.8	Appointment of one of our staff members (or a close relative of a staff member) to the Governing Body	No	This cannot be permitted in accordance with the Rules of the organisation.
8.9	Nomination, election or co-option to the governing body of someone who was, in the last twelve months, a member of staff	No	This cannot be permitted. This is because the governing body is the employer and determines all policies terms and conditions relating to our employment practices. Consequently, it is very difficult to avoid the risk of a perception that someone who has recently been an employee may be able to exert in appropriate influence
8.10	Nominations to join the Governing Body from people who are connected to a serving governing body member.	Caledonia HA – No Cordale HA – Yes	<p>This cannot be permitted in accordance with the Rules of the organisation.</p> <p>This can be permitted in accordance with the Rules of the organisation.</p>
8.11	Nomination to join the governing body from someone who is closely connected to an employee	No	This cannot be permitted. This is because the governing body is the employer and determines all policies terms and conditions relating to our employment practices. Consequently, it is very difficult to avoid the risk of a perception that someone who has

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			<p>recently been an employee may be able to exert in appropriate influence.</p> <p>Nomination/application forms require potential Governing Body Members to identify anyone they are closely connected to. If a nominee is closely connected to a current employee, Rule 40.3.2 permits the Governing Body to reject the nomination.</p>
8.12	Awards or prizes as part of employee engagement and recognition practices.	Yes	<p>This is permitted provided:</p> <ul style="list-style-type: none"> • Any gift or prize does not exceed the value of £50 <p>The authorisation of a gift or prize will be approved by the Chief Executive or Executive Director of People & Governance.</p>
OUR PEOPLE AS TENANTS OR SERVICE USERS			
8.13	The offer of a tenancy or lease in any of the Group's properties to one of our people or to someone closely connected to them.	Yes	<p>This is permitted provided:</p> <ul style="list-style-type: none"> • It is in accordance with the relevant Common Allocations Policy and our procedure for determining an allocation involving one of our people or someone closely connected to them and • Neither the applicant or anyone connected to the applicant is involved in any way or in any part of the allocation process and • The lease is made on standard terms with no discounts or preferential terms applied and

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			<ul style="list-style-type: none"> The tenancy is recorded as an interest in the appropriate register within five days of the tenancy commencing and reported to the Governing Body at its next meeting.
8.14	The offer of a lease of a lock-up owned by a Group member to one of our people or to someone closely connected to them.	Yes	<p>This is permitted provided:</p> <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 lease is made on standard terms with no discounts or preferential terms applied and The offer is approved by the Executive Management Team in advance and The lease of the lock up is recorded as an interest in the appropriate register within five days of the lease commencing.
8.15	<p>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</p> <p>Where one of our people is a tenant who is eligible to receive “in-kind” support (e.g. fuel voucher, energy saving appliance) that is available to all tenants, this does not need to be individually registered/recorded as the tenancy has already been declared and registered.</p>	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 Executive Management Team. 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</p>

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			the programme is being discussed and the improvement recorded in the register of interests within five days of completion.
8.16	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			
8.17	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.

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
	<p>The organisation paying for accommodation in connection with attendance at relevant conferences or events that you are attending on behalf of or in connection with your role with us or our subsidiaries</p>	<p>Yes</p>	<p>Accommodation that is part of a conference or training package does not need to be recorded in the register, but attendance will be recorded on the relevant individual training plan.</p> <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>
<p>8.18</p>	<p>Attendance by you and your invited guest(s) at events to mark awards, achievements or other significant milestones relevant to our business and that do not form part of a sector conference (e.g. SFHA Annual Conference).</p>	<p>Yes (where total cost does not exceed £500 per person)</p>	<p>The Governing Body must approve attendance prior, and will only do so if:</p> <ul style="list-style-type: none"> • The organisation or one of our people (because of their role with us) has been nominated for an award; or • attendance is in recognition of achievement of or in pursuit of appropriate business development; or • we can demonstrate that attendance or participation is directly related to furthering our aims and objectives. <p>Where we ask you to represent us at such an event and when guests are invited, this should be recorded in the register along with any associated costs (including travel, accommodation and the costs of attendance at the event) within five days of attendance.</p> <p>The total cost should not exceed £500 per person and we will make all arrangements in advance.</p>

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			Where costs would exceed £500, you and your invited guests will not be permitted to attend unless there is a clear, viable business case for attending. In such a case, specific approval of the Governing Body would be required in advance.
GIFTS AND HOSPITALITY			
8.19	Gifts received from tenants and external sources	Yes (not exceeding a value of £70)	<p>Small gifts (e.g. a box of chocolates, flowers, pens, folders, paperweights) can be accepted on behalf of the Association if:</p> <ul style="list-style-type: none"> • the cumulative value of gifts received from the same source in a 12 month period does not exceed £70 • you do not receive more than three such gifts from the same source in a 12 month period • the procedure for recording and registering gifts is followed <p>You should not normally accept other gifts, including beer, wine and spirits, and should decline any gifts with a value of more than £70 unless to do so would cause offence or otherwise damage our reputation. In these cases you must:</p> <ul style="list-style-type: none"> • Advise the donor that the gift will be donated to charity or will form part of our annual charity fund raising activities • Record the gift and the action taken in the register within five days

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			<p>You should not regularly accept gifts from the same source and never more than three times from the same source within a 12 month period. This restriction is intended to protect our people from any suggestion of impropriety in how they conduct themselves when acting on our behalf. The total cumulative value of gifts received from the same source over the course of a year must never exceed £70.</p> <p>You should also record any offers that you decline and the reasons for this, in the register within five days.</p>
8.20	Gifts of cash, cheques or gift vouchers	No	Gifts of cash, cheques or gift vouchers are not permitted in any circumstances.
8.21	Gifts given from us to one of our people or received by one of our people from external sources to mark special occasions.	Yes (not exceeding a value of: £120 (organisation) £25 (external source))	<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"> • Family events (e.g. marriage, milestone birthday, birth of a child), • Retirement • Leaving the organisation <p>Gifts from external sources to our people can be permitted in cases where it is to mark a special occasion or significant event such as retirement. These must be recorded in the relevant register and the value of such gifts</p>

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			<p>will not exceed £120 (organisation) and £25 (external source).</p> <p>Connected people who are not employees are responsible for ensuring that any tax liability associated with a payment you are entitled to is met</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>
8.22	Special Occasions or Events	Yes (not exceeding £50 per person)	<p>These are occasions or events that Group members may wish to commemorate such as:</p> <ul style="list-style-type: none"> • key milestones in the organisation's development • opening of a new housing development • receiving an award • Christmas • key anniversary of a housing development <p>This is not an exhaustive list but gives examples of instances when Group members will organise commemorative or ceremonial events.</p>

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
8.23	Hospitality associated with our business and that of its partners	Yes (when not exceeding a value of £100 per person)	<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 £100 per person is permitted but must be recorded in the register, along with an estimation of the value of hospitality received, within five days of attendance. The reason for acceptance must also be included in the register and countersigned by the respective Chair (for governing body members) or Chief Executive (for staff members).</p> <p>You should not accept invitations with a value that is greater than £100, unless you have prior approval from the Governing Body. The type of hospitality offered will also be taken into consideration, e.g. we will not normally accept invitations to sporting events, concerts, golf tournaments etc. If hospitality with a value that is greater than £100 is accepted, the reason for acceptance must also be included in the register and countersigned by the Chair (for governing body members) or Chief Executive (for staff members).</p>
8.24	Providing Gifts and Hospitality to Third Parties	Yes (when not exceeding a value of £50)	On occasion we may give gifts or offer hospitality to individuals or an organisation such as tenants or contractors. Caledonia recognises however that anything other than occasional gifts or hospitality can give rise to justifiable concern and suspicion. As such

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			the offering of gifts and hospitality will be kept to a minimum. Gifts or hospitality to a third party up to the value of £50 can be authorised by the Chief Executive. Where the value exceeds these amounts, or where the hospitality involves inviting guests to attend special occasions or events and occasions to mark awards, achievements, or other significant milestones relative to the business as detailed previously, then the prior approval of the relevant governing body within the Group will be sought.
8.25	Sponsorship and Donations made by Group members.	Yes	This is permitted provided the guidance attached at Appendix D is followed.
PROCURING GOODS/SERVICES			
8.26	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	This is permitted, provided: <ul style="list-style-type: none"> • Our policy and procedures are followed • The prospective purchaser should play no part in the processing of the transaction by the organisation • The offer is approved by the Governing Body in advance • It is declared and recorded in the register within five days of the missives being concluded confirming the process followed.
8.27	The organisation entering into a contract with a contractor or service provider where one of our people, or someone connected to them, has	It must be permitted where excluding the	This must be permitted where:

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
	<p>significant control and the contract is within the scope of public procurement legislation.</p>	<p>contractor/service would put the organisation in breach of its obligations under applicable procurement legislation.</p>	<ul style="list-style-type: none"> • the contract is subject to applicable procurement legislation (including the Public Contracts (S) Regulations 2015 and the Procurement Reform (Scotland) Act 2014; and • the contract has been procured in accordance with that legislation and the contractor/service provider has not been excluded and has been selected as the preferred bidder. <p>In particular, it will be necessary to ensure that any potential conflict of interest is managed during the procurement process in order to avoid any distortion of competition and ensure equal treatment of contractors. This may be achieved by the following:</p> <ul style="list-style-type: none"> • The person connected to the contractor has played no part in the development of the terms of the procurement exercise or the contract prior to it being advertised. • The person connected to the contractor is not involved in any part of the procurement process (including specification of the contract requirements) or decision to award the contract.

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			<p>If the above steps are taken, then it is unlikely to be lawful to exclude the contractor. If these steps cannot be complied with, then it may be both permitted and necessary to exclude the contractor, but only if there is no other means short of exclusion to remedy the conflict of interest.</p> <p>The appointment of a connected contractor must be reported to the Governing Body and recorded in the relevant Register(s) along with details of the process followed.</p> <p>Once the contract has been awarded in accordance with the relevant procurement legislation, the organisation must manage the contract in accordance with the Scottish Housing Regulator's Standards of Governance and Financial Management, particularly Regulatory Standard 5.4 <i>Governing Body Members and staff declare and manage openly and appropriately any conflict of interest and ensure they do not benefit improperly from their position.</i></p>
8.28	The organisation entering into a contract with an organisation where one of our people, or someone connected to them, has significant control and the contract is not within the scope of public procurement legislation.	Only in specific limited circumstances	<p>We could only consider this where:</p> <ul style="list-style-type: none"> • There is no reasonable alternative (e.g. because of geography or the specialist nature of the goods/services) • The person affected by this policy is not involved in any part of the procurement process or decision

Ref.	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			<ul style="list-style-type: none"> The appointment is approved by the Governing Body which is satisfied that the appointment is reasonable in the circumstances <p>In such rare circumstances, the appointment must be recorded in the register along with details of the process followed.</p>
8.29	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 closely 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
8.30	The purchase of goods/services from our suppliers/contractors by one of our people	Yes – if no other reasonable alternative exists	This should normally be avoided and will only be permitted if the procedure identified in Section 4 is followed.

CALEDONIA HOUSING ASSOCIATION - CONTRACTORS AND SUPPLIERS LIST (>£3000)

Supplier Name	Supplier Grouping	Company
Allpay.net Limited	Bank & Cash	Caledonia
GB Social Housing Plc	Bank & Cash	Caledonia
M&G Trustee Company Limited	Bank & Cash	Caledonia
A & J Stephen (Builders) Ltd	Fixed Assets	Caledonia
Burnfield Demolition	Fixed Assets	Caledonia
CCG Scotland Ltd	Fixed Assets	Caledonia
Cullross (Ballindean) Ltd	Fixed Assets	Caledonia
Dundee City Council	Fixed Assets	Caledonia
ECD Architects Ltd	Fixed Assets	Caledonia
Graham & Sibbald	Fixed Assets	Caledonia
H B Rutherford & Co Ltd	Fixed Assets	Caledonia
Harper MacLeod Client	Fixed Assets	Caledonia
Harper MacLeod LLP	Fixed Assets	Caledonia
McCrorey's Storage Services Ltd	Fixed Assets	Caledonia
Morris & Spottiswood Ltd	Fixed Assets	Caledonia
NBM CONSTRUCTION COST CONSULTANTS LIMITE	Fixed Assets	Caledonia
NBM Construction Cost Consultants Ltd	Fixed Assets	Caledonia
Ogilvie Homes Ltd	Fixed Assets	Caledonia
Securitay Limited	Fixed Assets	Caledonia
SIM Building Group Ltd	Fixed Assets	Caledonia
Springfield Properties Plc	Fixed Assets	Caledonia
Summers Inman LLP	Fixed Assets	Caledonia
West Dumbartonshire Council - Planning &	Fixed Assets	Caledonia
ALLSTAR	General Management Expenses	Caledonia
Andrew Shepherd Construction	General Management Expenses	Caledonia
Canada Life	General Management Expenses	Caledonia
Capstone Construction Scotland Ltd	General Management Expenses	Caledonia
Chartered Institute of Housing	General Management Expenses	Caledonia
CIPP	General Management Expenses	Caledonia
Covell Matthews Architects Ltd	General Management Expenses	Caledonia
Dundee Press Agency	General Management Expenses	Caledonia
Graham & Sibbald - Seabraes	General Management Expenses	Caledonia
Hays Specialist Recruitment Ltd	General Management Expenses	Caledonia
Initial Washroom Hygiene	General Management Expenses	Caledonia
Lightning Reach Ventures	General Management Expenses	Caledonia
MARSH Ltd	General Management Expenses	Caledonia
Maximum Group	General Management Expenses	Caledonia
McGregor Bond Ltd	General Management Expenses	Caledonia
Micom Technologies Ltd	General Management Expenses	Caledonia
Microsoft Ltd	General Management Expenses	Caledonia
Morrice MacFeate Search & Consultancy Li	General Management Expenses	Caledonia
O2 (UK) Limited	General Management Expenses	Caledonia
Paul Hillard Consulting	General Management Expenses	Caledonia
Rowan Consultancy	General Management Expenses	Caledonia
Scotland's Housing Network	General Management Expenses	Caledonia

Supplier Name	Supplier Grouping	Company
Scottish Federation of Housing Associati	General Management Expenses	Caledonia
Skyguard Ltd	General Management Expenses	Caledonia
Space Solutions	General Management Expenses	Caledonia
TPT Retirement Solutions Ltd	General Management Expenses	Caledonia
Upper Dens Landscaping Limited	General Management Expenses	Caledonia
Vacancy Filler Ltd	General Management Expenses	Caledonia
Vistage International (UK) Ltd	General Management Expenses	Caledonia
West Dunbartonshire Council	General Management Expenses	Caledonia
Workflo Records Mangement Ltd	General Management Expenses	Caledonia
Zoom Communications Inc	General Management Expenses	Caledonia
Aareon UK Limited	IT Expenses	Caledonia
Access UK Ltd	IT Expenses	Caledonia
Agilico Software Limited	IT Expenses	Caledonia
Aspire	IT Expenses	Caledonia
Barrier Networks Ltd	IT Expenses	Caledonia
Everyway	IT Expenses	Caledonia
Freshworks Inc	IT Expenses	Caledonia
Future Voice & Data Ltd	IT Expenses	Caledonia
Hillhead Housing Association	IT Expenses	Caledonia
Housing Insight Ltd	IT Expenses	Caledonia
Iomart Hosting	IT Expenses	Caledonia
M3 Housing Limited	IT Expenses	Caledonia
OneAdvanced Limited	IT Expenses	Caledonia
People Asset Management	IT Expenses	Caledonia
Perth & Kinross Council	IT Expenses	Caledonia
Peter Burns	IT Expenses	Caledonia
Securitas Technology Ltd	IT Expenses	Caledonia
Softcat Ltd	IT Expenses	Caledonia
Carbon Change Ltd	Legal /Consultancy	Caledonia
Chatham Financial Europe Ltd	Legal /Consultancy	Caledonia
G3 Consulting Engineers	Legal /Consultancy	Caledonia
Henderson Loggie	Legal /Consultancy	Caledonia
JMP Consultants	Legal /Consultancy	Caledonia
Pineapple Sustainable Partnership Ltd	Legal /Consultancy	Caledonia
RSM	Legal /Consultancy	Caledonia
SPRENG THOMSON LTD	Legal /Consultancy	Caledonia
Stirling Park	Legal /Consultancy	Caledonia
TC Young Solicitors	Legal /Consultancy	Caledonia
Thorntons W.S.	Legal /Consultancy	Caledonia
DS McG Ltd	Liabilities	Caledonia
HM Revenue & Customs Only	Liabilities	Caledonia
IAS Dundee Ltd	Liabilities	Caledonia
Martin Aitken Associates	Liabilities	Caledonia
Orbis protect Ltd	Liabilities	Caledonia
R and R Roughcasters	Liabilities	Caledonia
Scottech Ltd	Liabilities	Caledonia
Wm. Brown & Con (Maintenance)Ltd	Liabilities	Caledonia
Wylie Duff & Sons Ltd	Liabilities	Caledonia
Advanced Stairlifts Limited	Repairs and Maintenance	Caledonia

Supplier Name	Supplier Grouping	Company
Alternative HEAT	Repairs and Maintenance	Caledonia
AM Fire & Security Systems	Repairs and Maintenance	Caledonia
Amber Roofing Limited	Repairs and Maintenance	Caledonia
Angus Council	Repairs and Maintenance	Caledonia
Arjo UK Limited	Repairs and Maintenance	Caledonia
BACS MISCELLANEOUS	Repairs and Maintenance	Caledonia
Bell Decorating Group Ltd (Repairs)	Repairs and Maintenance	Caledonia
Bield Housing & Care	Repairs and Maintenance	Caledonia
Boxfish	Repairs and Maintenance	Caledonia
Brig Environmental Ltd	Repairs and Maintenance	Caledonia
Brownriggs	Repairs and Maintenance	Caledonia
Bunzl Cleaning & Hygiene	Repairs and Maintenance	Caledonia
Business Stream	Repairs and Maintenance	Caledonia
Caledonian Maintenance Services Ltd	Repairs and Maintenance	Caledonia
Caltech Ltd	Repairs and Maintenance	Caledonia
Cameron Cleaning Services	Repairs and Maintenance	Caledonia
Carymar Construction Services	Repairs and Maintenance	Caledonia
Chubb Community Care	Repairs and Maintenance	Caledonia
Chubb Fire & Security	Repairs and Maintenance	Caledonia
City Electrical Factors Ltd	Repairs and Maintenance	Caledonia
City Technical Services	Repairs and Maintenance	Caledonia
Classic Lifts (Scotland) Ltd	Repairs and Maintenance	Caledonia
Coast To Coast	Repairs and Maintenance	Caledonia
Colco	Repairs and Maintenance	Caledonia
Countrywide Grounds Maintenance Limited	Repairs and Maintenance	Caledonia
Crombie Plumbing & Heating Ltd	Repairs and Maintenance	Caledonia
Curtins Consulting Ltd	Repairs and Maintenance	Caledonia
Cut N Edge Garden Services	Repairs and Maintenance	Caledonia
D Harris Services	Repairs and Maintenance	Caledonia
D M McPhee Tree Maintenance Services Ltd	Repairs and Maintenance	Caledonia
Dalkia Scotshield Ltd	Repairs and Maintenance	Caledonia
Donald Crowe Electrics	Repairs and Maintenance	Caledonia
Dook Joinery	Repairs and Maintenance	Caledonia
Dulux Decorator Centres	Repairs and Maintenance	Caledonia
Dundee Joinery Ltd	Repairs and Maintenance	Caledonia
East Dunbartonshire Council	Repairs and Maintenance	Caledonia
Energy Technical Services Ltd	Repairs and Maintenance	Caledonia
FHP Group LLP	Repairs and Maintenance	Caledonia
Fife Council	Repairs and Maintenance	Caledonia
First Choice Bathrooms	Repairs and Maintenance	Caledonia
First Port Property Services Scotland	Repairs and Maintenance	Caledonia
Glen Construction (Scotland) Ltd	Repairs and Maintenance	Caledonia
GRAHAM ENVIRONMENTAL SERVICES	Repairs and Maintenance	Caledonia
Heatcare Oil & Gas Ltd	Repairs and Maintenance	Caledonia
Hillcrest Futures	Repairs and Maintenance	Caledonia
IAS Landscape Management & Design Ltd	Repairs and Maintenance	Caledonia
Inspired Energy Solutions Ltd	Repairs and Maintenance	Caledonia
IRT Surveys Ltd	Repairs and Maintenance	Caledonia
Ista Energy Solutions Limited	Repairs and Maintenance	Caledonia

Supplier Name	Supplier Grouping	Company
J S McColl (Painting Contractors) Ltd	Repairs and Maintenance	Caledonia
James Gibb Residential Factors	Repairs and Maintenance	Caledonia
JLA Ltd	Repairs and Maintenance	Caledonia
JML Contracts	Repairs and Maintenance	Caledonia
John O'Conner Ground Maintenance Ltd	Repairs and Maintenance	Caledonia
KDQ Ltd	Repairs and Maintenance	Caledonia
Kingdom Clear Ltd	Repairs and Maintenance	Caledonia
Kleen-All Leather Suite, Carpet & Uphols	Repairs and Maintenance	Caledonia
Lochlie Construction Ltd	Repairs and Maintenance	Caledonia
LRB Plumbing and Heating	Repairs and Maintenance	Caledonia
Magnus Electrical Services Ltd	Repairs and Maintenance	Caledonia
McLaren Murdoch & Hamilton	Repairs and Maintenance	Caledonia
Mitie Property Serv PAINTING DIVISION	Repairs and Maintenance	Caledonia
Newton Property Management Ltd	Repairs and Maintenance	Caledonia
Nicoll & Stewart Limited	Repairs and Maintenance	Caledonia
NK Heating Solutions Ltd	Repairs and Maintenance	Caledonia
Nurture Landscapes Ltd	Repairs and Maintenance	Caledonia
On Tap Water and Drainage Ltd	Repairs and Maintenance	Caledonia
Pacemaker Cleaning Services Ltd	Repairs and Maintenance	Caledonia
PCM East Ltd	Repairs and Maintenance	Caledonia
Pendrich Height Services Ltd	Repairs and Maintenance	Caledonia
Perth Locksmiths & Security Serv	Repairs and Maintenance	Caledonia
Peter M Drummond Ltd	Repairs and Maintenance	Caledonia
Pristine Clean Services Ltd	Repairs and Maintenance	Caledonia
Puffin Energy	Repairs and Maintenance	Caledonia
QAPM Limited - Dundee, Angus & Fife	Repairs and Maintenance	Caledonia
QAPM Ltd - Perthshire	Repairs and Maintenance	Caledonia
QTS Contracts North Ltd	Repairs and Maintenance	Caledonia
R L Rattray Ltd	Repairs and Maintenance	Caledonia
Record UK Ltd	Repairs and Maintenance	Caledonia
Renewable Energy Consultants Ltd	Repairs and Maintenance	Caledonia
Rentokil Pest Control	Repairs and Maintenance	Caledonia
Richard Irvin FM Ltd	Repairs and Maintenance	Caledonia
Ross & Liddell Limited	Repairs and Maintenance	Caledonia
RTM Plumbing & Heating	Repairs and Maintenance	Caledonia
Scottish Gas	Repairs and Maintenance	Caledonia
Security Door Repairs Ltd	Repairs and Maintenance	Caledonia
SEFE Energy	Repairs and Maintenance	Caledonia
Sidey Solutions Ltd	Repairs and Maintenance	Caledonia
Sovereign Group Limited	Repairs and Maintenance	Caledonia
Spectrum Window and Door Maintenance Ltd	Repairs and Maintenance	Caledonia
SSE - Direct Debit	Repairs and Maintenance	Caledonia
Stanger Testing Services Ltd	Repairs and Maintenance	Caledonia
Summit Facilities Services Ltd	Repairs and Maintenance	Caledonia
Sureserve Compliance North Ltd	Repairs and Maintenance	Caledonia
Swift Care and Repair	Repairs and Maintenance	Caledonia
Swiftclean UK Limited	Repairs and Maintenance	Caledonia
Switch2 Energy Limited	Repairs and Maintenance	Caledonia
T & N Gilmartin Contractors	Repairs and Maintenance	Caledonia

Supplier Name	Supplier Grouping	Company
Tay Electric Ltd	Repairs and Maintenance	Caledonia
Trayndale Garden Services Ltd	Repairs and Maintenance	Caledonia
Video Watchman Systems	Repairs and Maintenance	Caledonia
Walker Fire	Repairs and Maintenance	Caledonia
Walker Profiles Ltd	Repairs and Maintenance	Caledonia
Wellwood Leslie	Repairs and Maintenance	Caledonia
West Dunbartonshire Council Pest Control	Repairs and Maintenance	Caledonia
Whitton Flooring Ltd	Repairs and Maintenance	Caledonia
William Lambie Landscape Consultant Ltd	Repairs and Maintenance	Caledonia

CORDALE HOUSING ASSOCIATION - CONTRACTORS AND SUPPLIERS LIST (>£1000)

Supplier Name	Supplier Grouping	Company
AS Homes Scotland Ltd	Fixed Assets	Cordale
BACS MISCELLANEOUS	General Management Expenses	Cordale
Business Stream	General Management Expenses	Cordale
H B Rutherford & Co Ltd	General Management Expenses	Cordale
Maximum Group	General Management Expenses	Cordale
McGregor Bond Ltd	General Management Expenses	Cordale
Minster Cleaning Services	General Management Expenses	Cordale
Paul Hillard Consulting	General Management Expenses	Cordale
SEFE Energy	General Management Expenses	Cordale
SSE - Direct Debit	General Management Expenses	Cordale
West Dunbartonshire Council	General Management Expenses	Cordale
Bell Decorating Group Ltd (Repairs)	Repairs and Maintenance	Cordale
Bield Housing & Care	Repairs and Maintenance	Cordale
Brownriggs	Repairs and Maintenance	Cordale
Carman Centre (Carman Care)	Repairs and Maintenance	Cordale
Chubb Community Care	Repairs and Maintenance	Cordale
Chubb Fire & Security	Repairs and Maintenance	Cordale
Chubb Systems Ltd	Repairs and Maintenance	Cordale
City Technical Services	Repairs and Maintenance	Cordale
Classic Lifts (Scotland) Ltd	Repairs and Maintenance	Cordale
Energy Technical Services Ltd	Repairs and Maintenance	Cordale
Hulley and Kirkwood Consulting Engineers	Repairs and Maintenance	Cordale
IAS Landscape Management & Design Ltd	Repairs and Maintenance	Cordale
J S McColl (Painting Contractors) Ltd	Repairs and Maintenance	Cordale
JLA Ltd	Repairs and Maintenance	Cordale
John O'Conner Ground Maintenance Ltd	Repairs and Maintenance	Cordale
Kleen-All Leather Suite, Carpet & Uphols	Repairs and Maintenance	Cordale
Lochlie Construction Ltd	Repairs and Maintenance	Cordale
MASTARCH Ltd t/a MAST Architects	Repairs and Maintenance	Cordale
NBM CONSTRUCTION COST CONSULTANTS LIMITE	Repairs and Maintenance	Cordale
QTS Contracts North Ltd	Repairs and Maintenance	Cordale
Record UK Ltd	Repairs and Maintenance	Cordale
Rentokil Pest Control	Repairs and Maintenance	Cordale
Richard Irvin FM Ltd	Repairs and Maintenance	Cordale
Scotplay & Sports Ltd.	Repairs and Maintenance	Cordale
Sidey Ltd	Repairs and Maintenance	Cordale
Summit Facilities Services Ltd	Repairs and Maintenance	Cordale
Trayndale Garden Services Ltd	Repairs and Maintenance	Cordale
Walker Profiles Ltd	Repairs and Maintenance	Cordale
Wylie Duff & Sons Ltd	Repairs and Maintenance	Cordale

Guidance on Donations and Sponsorship by Group Members

Caledonia Housing Association

Annually the Management Board will set a budget for sponsorship and donations. Sponsorship or donations up to the value of £1,000 can be authorised by the Functional Director. Where the value exceeds £1,000, the prior approval of the Executive Management Team will be sought. All donations and sponsorships granted must be in line with all relevant Association and Caledonia Group policies.

Caledonia will seek to sponsor voluntary organisations such as clubs or community groups in the local communities where we have properties and where the wider community will benefit from sponsorship of the club or community group. Sponsorship may be in the form of money, purchase of equipment or advertisement. Caledonia will accept no liability for the upkeep, disposal or replacement of any equipment which has been grant funded.

Caledonia will not normally consider requests for ongoing sponsorship or financial support. Grant and sponsorship requests therefore will normally be limited to a maximum of one per three-year period to individual organisations.

Applications will not be considered from voluntary organisations whose purpose is political, or where the request is to be applied for political purposes; where the grant would be applied for purposes which Caledonia deems to be non-charitable in nature; or where Caledonia considers the organisation not to be viable or unlikely to be operating in the short-term future.

There are circumstances in which Caledonia may wish to sponsor an event such as a conference, or seminar or other item such as a calendar, information leaflet, newsletter or similar publication. Such opportunities will be considered on a case by case basis, and in accordance with the delegated authority arrangements outlined above.

Similarly, Caledonia will also consider sponsorship of individuals taking part in a fundraising event, where this is for a recognised charity, and donations to recognised charities, local groups or community groups. Again, such requests will be considered on a case by case basis, and in accordance with the delegated authority arrangements outlined above.

When considering grant and sponsorship requests, the voluntary organisation making the request, where deemed relevant by the Association, will be asked to provide any further supporting information. It may also be asked to attend a meeting. This will allow Caledonia to satisfy itself where required of the details of the proposal. Caledonia where possible will also be able to signpost or assist in providing further information on alternative funding sources. Any opportunities for good publicity for Caledonia and/or the voluntary group will also be considered.

Records of grants and sponsorships approved will be included in the Sponsorship and Donations Register. Arrangements will be made for the Chair to review the register twice a year. An overview of grants and sponsorships made will be provided in the Annual Governance report presented to the Management Board.

Cordale Housing Association

Annually the Management Committee will set a budget for sponsorship and donations. Sponsorship or donations up to the value of £300 can be authorised by the Functional Director. Where the value exceeds £300, the prior approval of the Executive Management Team will be sought. All donations and sponsorships granted must be in line with all relevant Association and Caledonia Group policies.

The Association will seek to sponsor voluntary organisations such as local clubs or community groups in the local communities where they have properties and where the wider community will benefit from sponsorship of the club or community group. Sponsorship may be in the form of money, purchase of equipment or advertisement. In order to ensure that money granted is used for legitimate purposes, the Association where possible and appropriate will directly purchase the goods or services for which the grant is being awarded. However, the Association will accept no liability for the upkeep, disposal or replacement of equipment which has been grant funded.

Grants should only be made where the voluntary organisation demonstrates to the Association's satisfaction that it has tried to secure grant funding from other sources and that the Association's contribution is critical to its business. The Association will not normally consider requests for ongoing sponsorship or financial support. In line with this and to avoid any allegations of regular subsidising of running costs, grant and sponsorship requests will normally be limited to a maximum of one per three year period to individual organisations.

Applications will not be considered from voluntary organisations whose purpose is political, or where the request is to be applied for political purposes; where the grant would be applied for purposes which the Association deems to be non-charitable in nature; or where the Association considers the organisation not to be viable or unlikely to be operating in the short term future.

There are circumstances in which the Association may wish to sponsor an event such as a conference, or seminar or other item such as a calendar, information leaflet, newsletter or similar publication. Such opportunities will be considered on a case by case basis and will require prior approval of the Executive Management Team.

When considering grant and sponsorship requests, the voluntary organisation making the request will be asked to provide any further supporting information. It may also be asked to attend a meeting. This will allow the relevant Association to satisfy itself of the details of the proposal including any accounting for grants spent, and the organisations effort's to find funding from other sources. The Association where possible will also be able to signpost or assist in providing further information on alternative funding sources. If there are any opportunities for good publicity for the Association and/or the voluntary group, this will also be discussed.

Once a grant or sponsorship request has been accepted, Management Committee members will be informed. A record of the grant or sponsorship will be included in the Sponsorship and Donations Register. Arrangements will be made for the Chair of the Association to review the register twice a year. An overview of grants and sponsorships made will be provided in the Annual Governance report presented to the Management Committee.



USE OF CONTRACTORS & SUPPLIERS

DECLARATION FORM

**Name of Governing Body Member/
Staff Member:**

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**Job Title/Position on Governing
Body**

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**Name of Contractor/Supplier
Used:**

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**Description of Work Carried
Out/Service Provided:**

.....

.....

Date Used

.....

Reason Used:

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.....

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**Cost of Work Carried Out/Service
Provided:**

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I declare that no financial or other advantage (i.e. quality or any other aspect of service delivery) was secured in relation to this transaction as a result of my involvement with Caledonia Housing Association / Cordale Housing Association * (delete as appropriate). I have enclosed written quotes (if these were sought given the type of work in question) and copies of receipts relating to the work / service.

Signed:

Date: