
Written by: **Chief Executive**

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Approved by: **Management Committee**

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1. Introduction

Who the Policy Affects

1.1 This policy is aimed at:

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

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

Why we have 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, partners and funders. We must ensure that our organisation 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 to us. Equally, we must protect our people from unjustified criticism and ensure that, wherever possible, no one is unfairly disadvantaged by their connection to us.

1.4 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 we have in place to ensure that we are transparent and accountable in how we comply with the requirements of this policy and our regulators.

1.5 Our Rules require that we have a policy dealing with payments and benefits¹. The Scottish Housing Regulator (SHR) requires us to have a policy that sets out what payments and benefits we permit and to ensure that these arrangements demonstrate transparency, honesty and propriety². We must ensure there is no justifiable public perception of impropriety. This policy is based on the SFHA’s Model Entitlements, Payments & Benefits Policy, which the SHR have confirmed meets their regulatory requirements and a variant model, commissioned by 8 Associations and endorsed by a governance expert as being compliant with the Regulatory Standards.

¹ [OHA Rules](#), Rule 38

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

- 1.6 As we are a Scottish Charity, all of our Committee Members must also ensure that they comply with the Office of the Scottish Charity Regulator (OSCR) guidance to Charity Trustees³ and charity legislation.
- 1.7 This Policy is intended to be a practical document that supports us in meeting all of the above requirements, ensuring that none of our people benefits (or is seen to benefit) improperly or inappropriately from their involvement with us, but also that they are not unfairly disadvantaged. We expect our people to act in good faith, and in applying the terms of the policy we will always take this into account.
- 1.8 As someone who is affected by this policy, you are personally responsible for ensuring that you are familiar with and comply with its terms⁴. 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.
- 1.9 At all times, we expect a common-sense and proportionate approach to be applied to the interpretation and application of this policy. If you are unsure about anything relating to benefits, payments or entitlements you should consult with the Chair or Chief Executive (CE) (if you are a member of the Committee) 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 may be regarded as a breach of the Code of Conduct.
- 1.12 You are also required to be familiar with and observe the terms of our Anti-Fraud, Bribery & Corruption 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:
- Notifiable Events
 - Allocations

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

⁴ Code of Conduct for [Committee Members](#); [Code of Conduct for Staff](#)

- Repairs and Improvements
- Adaptations
- Procurement
- Training
- Expenses
- Recruitment
- Sale / Disposal of our Property
- Severance and Settlement Agreements
- Donations
- Gifts & Hospitality
- Decoration Allowances/Prizes

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

2. Managing your Interests

Registering and Declaring Interests

- 2.1 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 and/or our activities. 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 Committee member who has an interest in a matter that is being considered withdraws from all discussions and plays no part in decision-making⁵. Where you have a personal or business interest in any matter that is being discussed or considered, including 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. This requirement does not apply to members who are tenants where matters are being considered that relate to policy implementation affecting all or a substantial number of the association's tenants (eg rent increases)⁶. The requirement to withdraw relates to matters in which someone affected by this policy has an individual interest eg where they are the tenant of a property that is being considered for exceptional treatment (eg associated with RAAC) and that a decision will have an individual and personal impact on. If a member who has a conflict of interest shares factual information about the matter with the Chair (or any other member, outwith the meeting to inform discussion, that must be declared to the meeting, and the Chair must ensure that it does not influence the outcome and decision-making.

⁵ [OHA Rules](#), Rule 38

⁶ Code of Conduct for [Committee Members](#) (Guidance to C8)

- 2.3 Constitutional Standard 23 requires a RSL to “...have a clear process to identify and address any conflicts of interest”⁷.
- 2.4 The Codes of Conduct which our Committee and staff are required to uphold also contain 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 our Committee on the entitlements, payments, benefits that have been recorded in the Register(s) 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 also declare.
- Tenancy of a property of which we are the landlord.
 - Occupancy or ownership of a property which is factored or receives property related services from us.
 - Receipt of care or support services from us.
 - Membership of a community or other voluntary organisation that is active in the area(s) we serve.
 - Voluntary work with another RSL or with an organisation that does, or is likely to do, business 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 (ie, 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 Committee or closely connected to a Committee member cannot apply for or be appointed to a staff role or be engaged to provide goods or services to the Association;
 - someone who is closely connected to an employee cannot become a member of the Management Committee;

⁷ Legislation.Gov.Uk (2005) Charities and Trustees Investment (Scotland) Act 2005 Section 67 (3) available [here](#)

- a senior member of staff or office bearer cannot be an elected member of a local authority which the Association engages with.

In some circumstances, specific measures will be required to ensure that the probity and reputations of the organisation and its people are safeguarded, eg 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 contractually entitled to, 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 (eg 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.
- 2.11 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.
- 2.12 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 Appendix A lists the entitlements, payments and benefits that fall under this policy, and states:
- Which can be permitted by the organisation.
 - Which will not 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. Someone 'closely associated' to you includes members of your household, family members and persons who might reasonably be regarded as similar to family members even where there is no relationship by birth or law. There are three groups of people that you need to consider, outlined in Table A:

Table A

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

- 3.2 If you become aware of any action or involvement relating to **anyone** in the table then you should consider as soon as possible whether it requires to be declared or managed.
- 3.3 We recognise that you will not always be closely acquainted with or in regular contact with all of the people listed and we do not expect you to go to unreasonable lengths to identify actions or involvement that are covered by this policy.
- 3.4 Please note, we do expect you to be familiar with the actions of members of your household (Group 1) and of any other people listed in the table above with whom you are closely connected, and you must take steps to identify, declare and manage these.
- 3.5 **You are not expected to be aware of the actions of people in groups 2 and 3 with whom you do not have a close connection.** We do not expect you to research into the employment, business interests and other activities of all persons with whom you are closely connected.

- 3.6 In relation to 3.2-3.5 above, when considering actions you should do so from the point of view of a reasonable and objective observer, and a common-sense approach should be adopted at all times.

What You Need to Consider

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

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

- 4.1 Orkney Housing Association has a well-earned reputation for integrity and honesty and is committed to acting with transparency, honesty and propriety and avoiding any reasonable public perception* of improper conduct. In order to help us maintain our excellent reputation, it is important that staff and Committee members do not misuse their position to gain benefits which would not be available to other members of the public.”

* Reasonable public perception is defined as – “How does it look to a reasonable and objective member of the public who has knowledge of all the facts?”

- 4.2 At the same time, we do not want to see staff and committee members face unreasonable restrictions which put them at a disadvantage compared to other members of the public.
- 4.3 Where, in your personal/home life, you need a service from a contractor or supplier, if it causes no disadvantage or inconvenience to you to avoid using someone off our approved list, then we would ask that such use is avoided.

4.4 However, it is extremely important that where you wish to use one of our contractors or suppliers (as listed in Appendix B) you take the following steps to help prevent actual or perceived impropriety:

- Ensure the normal commercial rates are paid for this service and no preferential treatment, financial or otherwise, is received.
- Make no reference to your role/position in the Association during any private negotiations, and do not respond to any attempt by a supplier/ contractor to engage with you on the subject.
- Do not approach any suppliers or contractors through the Association, this includes the use of work email accounts.
- Do not avail or attempt to avail yourself of any preferential rates agreed by the Association, or draw on Association contracts or framework agreements.
- Make a written declaration that you have not received any advantage or preferential treatment (financial or otherwise) from the contractor or supplier as a result of your connection with the Association: written quotes should be provided where these would normally be sought for the type of work in question, and in all cases receipts should be provided.
- Record the transaction in the Register of Payments and Benefits and keep the entry up to date.

4.4.1 You do not need to record any transactions with a value below £500, but should still act within the spirit of this policy and be able to defend your decision in the light of any complaint or allegation.

4.4.2 For transactions with a value between £500 and £5,000, where practical, you should discuss this in advance with the CE or the Chair (as appropriate) and follow any guidance. You must record, in the register, your use of the contractor within 10 days of receiving the goods or service and receipts provided.

4.4.3 For any transactions in excess of £5000, you must receive written approval from the CE or Chair (as appropriate) before entering into any contract. In such cases, you may be required to provide evidence that you have not received any favourable terms as a result of your connection to us.

4.5 Appendix B lists the contractors and suppliers to whom this policy applies. We have excluded:

- suppliers of low value services such as sandwich shops & other high street stores.
- national chains, utility companies, transport companies, banks and national telecoms providers etc.
- contractors or suppliers used so rarely by us that no favour could realistically be gained.

4.6 This Policy also applies to situations where you wish to engage services such as factoring, maintenance services, small repairs and Care & Repair, normally provided to the general public by the Association or its subsidiary.

- 4.7 If there is any difficulty in agreeing how the requirements of Section 4 of this Policy should be applied, a staff member may appeal through the normal grievance procedure. In the case of Committee members, the Chair's decision will be final.

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 our 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 Association must be explicitly identified and the allocation should be approved by a senior officer in accordance with our Scheme of Delegations. 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 "Our People as Tenants or Service Users" section of Appendix A.

6. Monitoring and Review

- 6.1 Our Rules require the Committee to set our policy on payments and benefits and keep it under review. This policy has been approved by our Committee and is consistent with the requirements of our Codes of Conduct for Committee Members and for Staff. These Codes have been confirmed by the Scottish Housing Regulator as meeting their regulatory requirements.
- 6.2 The designated senior manager (CE or Head of Corporate Governance) will be responsible for monitoring compliance with this policy on a regular basis.
- 6.3 The Audit and Risk Management Sub Committee will receive a report annually, which details:
- numbers of recorded declarations for use of suppliers at each level.
 - level of reputational risk arising from staff and Committee usage of suppliers and contractors.
 - compliance with, and effectiveness of, this policy.
- 6.4 Internal Audit will be asked to review the operation of this policy on a 3-yearly cycle.
- 6.5 This policy will be reviewed by Management Committee at least every 5 years but sooner if necessary to reflect changes in circumstances, regulation or guidance.

Appendix A – Entitlements, Payments and Benefits

EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
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 / sacrifices 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 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.
Payment to a member of the Committee for their role as a Committee member, in accordance with the terms of their letter of appointment.	No	This can be permitted in accordance with the Rules of the organisation, but only if/when required by approval from Management Committee members only.
<p>All payments made in accordance with the terms of our Expenses Policy including:</p> <ul style="list-style-type: none"> • payment of permitted out of pocket expenses • reimbursement of travel costs 	Yes	Entitlements in connection with your role as one of our people are set out in our expenses policy are always permitted and do not need to be declared provided claims are made in accordance with our procedures.
Provision of a loan by the organisation to one of our people.	No	This is not permitted unless in connection with the contractual terms of employment (eg a loan to support education or training costs). We cannot make any other loans to individuals.

EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
Redundancy or Voluntary severance payment to an employee.	Yes	<p>We can make redundancy payments to an employee in line with terms their contract</p> <p>Or</p> <p>We can make a voluntary severance payment (often referred to as a Settlement Agreement) to an employee which is outside the terms of their contract of employment provided:</p> <ul style="list-style-type: none"> • It arises directly from a decision to terminate the employee’s contract of employment and is in accordance the Settlement Agreement Policy • Payment is approved by the Committee • 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 • That this payment is instead of (rather than additional to) any redundancy entitlement
An offer of employment (temporary or permanent) to someone who is closely connected to a member of staff.	Yes	<p>This is permitted as long as:</p> <ul style="list-style-type: none"> • There has been an open recruitment exercise in accordance with our policy that you have not played any part in and • You have no direct or indirect line management or supervision responsibility for the post and • The offer of employment complies with our policy and is approved by the Management Committee. • 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>

EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
The offer of employment (temporary or permanent) or contract for the provision of services (eg specialist advice) to someone who is, or has been in the last twelve months, a member of our Committee or to anyone who is a close relative of a member of the Committee.	No	This cannot be permitted. This is because Management Committee are the employer and determine 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 been unfairly advantaged or that an employee a [Board / Committee] member may be able to exert inappropriate influence. Equally, if someone who is, or has recently been a member of the GB, 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.
Appointment of one of our staff members to the Committee.	No	This cannot be permitted under our Rules (Rule 37.4).
Nomination, election or co-option to Management Committee of someone who was, in the last twelve months, a member of staff	No	This cannot be permitted. This is because Management Committee are the employer and determine 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 may be able to exert inappropriate influence.
Nominations to join the Committee from people who are connected to a serving member.	Yes	This cannot be permitted under our Rules (Rule 43.1.12).
Nomination to join the [Board / Committee] 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 closely connected to one of our people may be able to exert inappropriate influence.
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	This is permitted as long as: <ul style="list-style-type: none"> • our Policies and Procedures are followed 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 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.

EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
<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 (eg 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 either the Director of Housing & Operations (DHO) or the CE, if the person is connected to the DHO. The adaptation should be recorded in the register of interests within five days of approval.</p> <p>Improvements must be carried out as part of an approved programme and in accordance with our policy. The person affected should declare their interest if/when the programme is being discussed and the improvement recorded in the register of interests within five days of completion.</p>
<p>Where one of our people (or someone connected to one of our people) is a tenant and receives payment of a decoration allowance, tenant reward/incentive as part of an agreed scheme or prize.</p>	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 (eg 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		
<p>Attendance at training events or seminars (eg SFHA Conferences) or openings/similar events hosted by other RSLs.</p>	Yes	<p>There is no requirement to declare and record in the register of interests.</p>
<p>The organisation paying for accommodation in connection with attendance at relevant conferences or events that you are attending on behalf of or in connection with your role with us or our subsidiaries.</p>	Yes	<p>Accommodation that is part of a conference or training package does not need to be recorded in the register, but attendance will be recorded on the relevant individual training plan.</p> <p>Residential conferences are important in ensuring that our people have the necessary skills, knowledge and experience to make an effective contribution to our activities.</p>

EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
<p>Attendance by you at events to mark awards, achievements or other significant milestones relevant to our business and that do not form part of a sector conference eg SFHA Annual Conference.</p>	<p>Yes</p>	<p>The Budget holder must approve attendance prior to, and will only do so if:</p> <ul style="list-style-type: none"> • The organisation or one of our people (because of their role with us) has been nominated for an award; or • attendance is in recognition of achievement of or in pursuit of appropriate business development; or • we can demonstrate that attendance or participation is directly related to furthering our aims and objectives. <p>Where we ask you to represent us at such an event, this should be recorded in the register along with any associated costs (including travel, accommodation and the costs of attendance at the event) within five days of attendance.</p> <p>The total cost should not exceed £500 per person, and we will make all arrangements in advance.</p> <p>Where costs would exceed £500, we will not normally seek to be represented at such an event. If there is a clear, viable business case for attending a report will be presented to the Management Committee in order that their specific approval is obtained in advance.</p>
<p>GIFTS AND HOSPITALITY</p>		
<p>Gifts received from tenants and external sources including prizes from our contractor or suppliers.</p>	<p>Yes (not exceeding a value of £70)</p>	<p>Small gifts (eg a box of chocolates, pens, folders, paperweights) and prizes from our contractors and suppliers can be accepted if:</p> <ul style="list-style-type: none"> • the value does not exceed £70. • you do not receive more than three such gift from the same source in a 12 month period. • you record receipt of the gift in the register. <p>You should not normally accept other gifts 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.

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>
<p>Gifts given from us to one of our people / key stakeholder / partner, or received by one of our people from external sources to mark special occasions.</p>	<p>Yes (not exceeding a value of £120)</p>	<p>Gifts from the organisation to our people / key stakeholder / partner, can be permitted in cases where it is to mark a special occasion or significant event including:</p> <ul style="list-style-type: none"> ● Retirement ● Leaving the organisation ● Long service awards <p>These should be approved by the Chief Executive or Head of Corporate Governance and must be recorded in the relevant register, and the value of such gifts will not normally exceed £120 except where specifically allowed for in the terms and conditions of employment, or our own separate policy.</p> <p>Connected people who are not employees are responsible for ensuring that any tax liability associated with a payment you are entitled to receive is met. Please note, that this does not include collections</p> <p>Please note, that this does not include collections by our people using their own personal funds to mark special occasions. These are always permitted with no requirement to declare. For staff, contractual terms may be in place that dictate the value of any gift upon retirement/long service.</p>

EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
Hospitality associated with our business and that of its partners.	Yes (when not exceeding a value of £70)	<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 £70 is permitted but must be recorded in the register, along with an estimation of the value of hospitality received, within five days of attendance.</p> <p>You should not accept invitations with a value that is greater than £70, unless you have prior approval from the CE or Chair. The type of hospitality offered will also be taken into consideration, eg we will not normally accept invitations to sporting events, concerts, golf tournaments etc.</p> <p>In this case, the reason for acceptance must also be included in the register and countersigned by the CE, or in the case of the CE, the Chair. In the case of the Chair, the Vice Chair.</p>
Our people seeking donations from our contractors/suppliers when fundraising for charity.	Yes	<p>This is permitted provided:</p> <ul style="list-style-type: none"> • Approval is gained from the CE, or in the case of the CE, the Chair. In the case of the Chair, the Vice Chair prior to making any approach • Any donations received are recorded in the register <p>We recognise our social responsibility and promote charity fundraising by the organisation and our people. We have a separate policy that sets out our approach to supporting other charities.</p>
PROCURING GOODS/SERVICES		
Sale of a property under Right To Buy to someone affected by this policy.	Yes	This is permitted with no requirement to declare in the register. The normal process for valuation and sale should be followed, and our normal policy would be applied.
Sale of our interest (whole or part) in a property to someone affected by this policy via LIFT, HomeBuy; Help to Buy or other LCHO scheme.	Yes	<p>This is permitted, as long as:</p> <ul style="list-style-type: none"> • Our policy and procedures are followed. • Neither the prospective purchaser or anyone connected to them is involved in any way or in any part of the allocation process.

EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
		<ul style="list-style-type: none"> The sale is approved by the Committee. It is declared and recorded in the register within five days of the missives being concluded confirming the process followed.
<p>The organisation entering into a contract with an organisation where one of our people, or someone closely connected to them, has significant control and the contract is within the scope of public procurement legislation.</p>	<p>It must be permitted where excluding the contractor/service provider would put the organisation in breach of its obligations under applicable procurement legislation.</p>	<p>This must be permitted where:</p> <p>(1) the contract is subject to applicable procurement legislation (including the Public Contracts (S) Regulations 2015 and the Procurement Reform (Scotland) Act 2014); and</p> <p>(2) 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> <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. <p>If the above steps are taken, then it is unlikely to be lawful to exclude the contractor. If those 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 Committee 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</p>

EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
		5.4: Governing body members and staff declare and manage openly and appropriately any conflicts of interest and ensure they do not benefit improperly from their position.
The organisation entering into a contract with an organisation contractor or service provider where one of our people, or someone closely connected to them, has significant control, and the contract is not within the scope of public procurement legislation.	Only in specific and limited circumstances	<p>We could only consider this where:</p> <ul style="list-style-type: none"> • There is no reasonable alternative (eg because of geography or the specialist nature of the goods/services) AND • The person affected by this policy is not involved in any part of the procurement process or decision • The appointment is approved by the Management Committee 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>
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:</p> <ul style="list-style-type: none"> • Our policy and procedures are followed. • The prospective seller plays no part in the decision to purchase the property or the processing of the transaction by the organisation. • It is declared and recorded in the register within five days upon conclusion.
The purchase of goods/services from our suppliers/contractors by one of our people.	Yes– if no other reasonable alternative exists	This should be avoided where it is reasonable to do so but otherwise is permitted if the procedure in Section 4 is followed.
The purchase of goods/services (such as factoring and small repairs) from the Association or our Subsidiary.	Yes	This is permitted where the services are available to the general public and provided the procedure in Section 4 is followed.
Use of Care & Repair services provided by the Association or our Subsidiary.	Yes	This is permitted where the services are provided on the same terms as they would be to any other member of the public and they are recorded in the register.

Appendix B - OHAL List of Suppliers as at April 2026

A16 – W Armet	M14 – RM Computing
B22 – Barnie Building Services Ltd	M24 – A J Mathers
C12 – R Clouston Ltd	O12 – Orkney Builders (Contractors)
C32 – N J Coward	O28 - Orklean
F05 – E Fraser Electrical	P04 – Steven R Paterson
F23 – Kenny Foulis Gardening Services	P13 – Pipedream Plumbing
H38 – Heat Orkney Ltd	P20 – Sharon Petrie Cleaning Services
H40 – Harelaw Garden Services	R16 – T Russell
J01 – JSD Handyman	S26 – Andrew Sinclair Ltd
K06 – KLM Partnership	T01 – W R Tullock & Sons Ltd
L09 – Licenced to Clean Ltd	W14 – WRC Construction
L19 – Logo Orkney	