Entitlements, Payments, and Benefits Policy	
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Lead Officer	Clare Ruxton, Director of Corporate Services
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OSPREY HOUSING ENTITLEMENTS, PAYMENTS, AND BENEFITS POLICY

POLICY STATEMENT

Osprey Housing believes that effective and efficient governance is vital to the success of maintaining good quality services for all our tenants and providing value for money.

We embrace high standards of probity and governance, this is encompassed in our Core Values:

- **Ambition and Achievement** – we are a high performing organisation delivering through innovation and challenge
- **Equality and Respect** – we recognise and celebrate the unique value in everyone
- **Quality and Professionalism** – we strive to deliver high standards
- **Agile and Responsive** – we are flexible and quick to deal with change without diminishing our delivery

1. Introduction

1.1 Who the Policy Affects

This policy is aimed at people who are:

- Members of our Board
- Everyone who works for us whether employed directly or otherwise

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

1.2 Why we have this Policy

Osprey are a Registered Social Landlord (RSL) and a Scottish Charity. We are part of a sector that has a strong reputation for integrity and accountability to the people we exist to help and to our Regulators. We must ensure that the organisation upholds its reputation and that of the sector. 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.

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.

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 public perception of impropriety.

As we are a Scottish Charity, all of our Board Members must also ensure that they comply with the Office of the Scottish Charity Regulator (OSCR) guidance to Charity Trustees and charity legislation.

This Policy is intended to be a practical document that supports us in meeting all of the above requirements, ensuring that none of our people benefits improperly or inappropriately from their involvement with us, but also that they are not unfairly 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.

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.

At all times, we expect a common-sense approach to be applied to the interpretation and application of this policy. If you are unsure about anything relating to benefits, payments or entitlements you should consult with the Chair or CEO (if you are a member of the Board) or with your line manager (if you are a member of staff).

1.3 What this Policy Covers

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

1.4 Other Relevant Policies

The Osprey 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.

You are also required to be familiar with and observe the terms of our Anti-Bribery and Fraud policy. We prohibit any attempt to induce the organisation or our people to offer preferential services or business terms and we will at all times comply with the Bribery Act 2010.

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

- Gifts and Hospitality (the RSL's policy that sets out the circumstances in which gifts and hospitality can / cannot be offered and / or accepted and the relevant values, taking account of the table at Section 6)
- Notifiable Events
- Allocations
- Repairs and Improvements
- Adaptations
- Procurement
- Training
- Expenses
- Recruitment
- Sale/Disposal of our Property
- Severance and Settlement Agreements
- Donations

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

2.1 Registering and Declaring Interests

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 Articles of Association require that any Board member who has an interest in a matter that is being considered withdraws from all discussions and plays no part in decision-making. 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 discussion or decision-making; you must withdraw from any part of a meeting where the interest arises. This requirement does not apply to Board 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 (e.g. rent increases)17. 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 GBM who has a conflict of interest shares factual information about the matter with the Chair (or any other GBM), outwith the meeting to inform discussion, that must be declared that to the meeting and the Chair must ensure that it does not influence the outcome and decision-making

2.3 Constitutional Standard 23 requires the 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 which our Board and staff are required to uphold 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 Board on the entitlements, payments, benefits that have been recorded in the Register.

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 (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 cannon be managed effectively include – but are not limited to:

- Someone who is a member of the Board or closely connected to a Board member cannot apply for or be appointed to a staff role or be engaged to provide goods or services to Osprey.
- Someone who is closely connected to an employee cannot become a member of the Board.
- A senior member of staff or office bearer cannot be an elected member of a local authority which the RSL engages with.
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In some circumstances, specific measures will be required to ensure that the probity and reputations 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 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 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 6 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 6 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 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 doubt about whether or not a declaration is required, you should consult the Chair, CEO, or the Director of Corporate Services.

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

Group	Required Response
1. Members of your household This includes: • 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	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.
2. Partner, Relatives and friends This includes: • 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	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. 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.

What You Need To Consider

3.3 The following are the relevant actions/involvement by those to whom you are closely connected you should consider, declare and manage as per our expectations outlined in Table A (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. 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 our Board
- Application to be a tenant or service user of the organisation

4. Use of Our Contractors & Suppliers

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

4.1.1 * 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 A) 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.
- For any spend in excess of £5000, discuss your proposed course of action with the Chief Executive or the Chair (as appropriate) before committing to use the contractor or supplier in question and obtain their approval.
- For spend under £5000, you should comply with sections 4.4.1 and 4.4.2, below.
- In emergency situations you should comply with this policy retrospectively as soon as is practicably possible
    - 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 £5000, where practical, you should discuss this in advance with the Chief Executive 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 record, in the register and receive approval from the Chief Executive or Chair (as appropriate) before entering into any contract. In such cases, you may be required to provide evidence that you have not received any favourable terms as a result of your connection to us.

4.5 Any contractor/supplier not included on the list at Appendix B can be used without the need for any declaration/further action. Appendix B represents the majority of the contractors/suppliers that we use, but does not include any of our contractors/suppliers that:

- Only provide services of a small value (e.g. local window cleaners or sandwich shops) or
- Have such a large national or local standing that no favour could ever realistically be gained (e.g. Amazon, utilities, telecoms providers, banks or national chains)

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.

4.8 Guidance for the Director of Corporate Services: The Director of Corporate Services has an appropriate level of seniority, in accordance with our scheme of delegation. In making your decision you should consider the level of potential reputational risk or any potential conflicts of interest that may arise by granting approval and, if granting approval, consider the steps required to mitigate against future conflicts of interest. This includes ensuring that the individual is not involved in any transactions with our decisions about the contractor/supplier in questions on behalf of the organisation.

4.9 Osprey Housing will maintain a clear audit trail of every approval to use any of our contractors listed at Appendix B. The total number of our people to use contractors and suppliers, including the reasons for approval, and confirmation that no advantage was gained due to an individual's role within the organisation should be formally reported annually to our Board.

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 RSL must be explicitly identified and the allocation and 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 benefits table at section 6 of this policy (see 6.12).

6. Review

This policy has been approved by our Board and is consistent with the requirements of our Codes of Conduct for Board Members and for Staff. These Codes have been confirmed by the Scottish Housing Regulator as meeting their regulatory requirements.

This policy was adopted by our Board in August 2023. It will be reviewed no later than July 2026.

7 – Entitlements, Payments and Benefits

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
HUMAN RESOURCES AND RECRUITMENT			
7.1	All entitlements arising from your contract of employment with us or one of our subsidiaries, including (but not restricted to): • 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.
7.2	Payment to a member of the Board for their role as a Board member, in accordance with the terms of their letter of appointment	Yes	Such payments will only be permitted if they are in accordance with the conditions set out in Section 67(3) of the

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			Charities and Trustees Investment (Scotland) Act 2005[1] The payment must be recorded in the register of interests within five days of the appointment being confirmed and the register must be kept up to date]
7.3	All payments made in accordance with the terms of our expenses policy including: • 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.
7.4	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.
7.5	Redundancy or Voluntary severance payment to an employee	Yes	We can make redundancy payments to an employee in line with terms their contract.

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

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			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: • It arises directly from a decision to terminate the employee's contract of employment and is in accordance with the terms of relevant policies. • Payment is approved by the Board • That the total sum of the non-contractual payment and benefit does not exceed, in the opinion of our employment adviser, the 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
			• That this payment is instead of (rather than additional to) any redundancy entitlement
7.6	An offer of employment (temporary or permanent) to someone who is connected to a member of staff	Yes	This is permitted as long as: • 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 Director of Corporate Services and • You record your connection to the successful applicant in the register within five days of their acceptance of the offer. Since there can be no direct or in direct line management responsibility, someone who is closely connected to the CEO cannot be appointed to any role.

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
7.7	The offer of employment (temporary or permanent) to someone who is: • A current member of the Board • Was previously a member of the Board in the past 12 months • Is closely connected to a current member of our Board.	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 have been unfairly advantaged or that an employee of a Board 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.
7.8	Appointment of one of our staff members to the Board	No	This cannot be permitted in accordance with the Articles of the organisation.
7.9	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,

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			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.
7.10	Nomination to join the Board from people who are connected to a serving member.	Yes	This can be permitted in accordance with the Articles of the organisation.
7.11	Nomination to join the Board from someone who is closely connected to an employee.	No	This cannot be permitted. This is because the Board 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. Nomination / application forms should require potential Board members to identify anyone they are closely connected to: if a nominee is closely connected to a current employee, Article 37.3 permits the Board to reject the nomination.

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
	OUR PEOPLE AS TENANTS OR SERVICE USERS		
7.12	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 • it is in accordance with our published 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 tenancy is recorded as an interest in the appropriate register within five days of the tenancy commencing and is reported to the Board at its next meeting.
7.13	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 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	Yes	**Repairs** carried out in accordance with our policy do not need to be recorded. **Adaptations** must comply with our policy and be approved by the Director of Asset and Sustainability. The adaptation should be recorded in the register of interests within five days of approval.

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			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
7.14	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	**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. **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.
	TRAINING AND EVENTS		

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
7.15	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.
7.16	The organisation paying for accommodation in connection with attendance at relevant conferences or events that you are attending on behalf of or in connection with your role with us or our subsidiaries	Yes	Accommodation that is part of a conference or training package does not need to be recorded in the register, but attendance will be recorded on the relevant individual training plan. Residential conferences are important in ensuring that our people have the necessary skills, knowledge and experience to make an effective contribution to our activities.
7.17	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 e.g. SFHA Annual conference.	Yes (where not exceeding £500)	The Board must approve attendance prior, and will only do so if: • 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.

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			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. **The total cost should not exceed £500 per person and we will make all arrangements in advance.** 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 Board in order that their specific approval is obtained in advance.. In such a case, specific approval of the Board would be required.
	GIFTS AND HOSPITALITY		
7.18	Gifts received from tenants and external sources	Yes (not exceeding a value of £70)	Small gifts (e.g. a box of chocolates, pens, folders, paperweights) can be accepted if: • the cumulative value of gifts received from the same source in

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			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 • you record receipt of the gift in the register 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: • 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 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

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			people from any suggestion of impropriety in how they conduct themselves when acting on our behalf. The total cumulative value if gifts received from the same source over the course of a year must never exceed £70. You should also record any offers that you decline and the reasons for this, in the register within five days.
7.19	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)	Gifts from the organisation to our people can be permitted in cases where it is to mark a special occasion or significant event including: • Family events (e.g. marriage, milestone birthday, birth of a child), • Retirement • Leaving the organisation These must be recorded in the relevant register and the value of such gifts will not normally exceed £120. Connected people who are not employees are responsible for ensuring that any tax liability associated with a

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			payment you are entitled to receive is met. 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.
7.20	Hospitality associated with our business and that of its partners	Yes (when not exceeding a value of £70)	Modest hospitality, such as a sandwich lunch or networking event, is permitted and does not need to be recorded 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. Contributions to seasonal celebrations for staff and Board are permitted: it is for individual RSLs to set the terms of such contributions which, of course, must not exceed what is permitted by this policy (£70 per person). RSLs' policy on gifts and hospitality should cover this. **You should not accept invitations with a value that is greater than**

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			£70, unless you have prior approval from the Board The type of hospitality offered will also be taken into consideration, e.g. we will not normally accept invitations to sporting events, concerts, golf tournaments etc. In this case, the reason for acceptance must also be included in the register and countersigned by the Director of Corporate Services.
7.21	Our people seeking donations from our contractors/suppliers when fundraising for charity	Yes	This is permitted provided: • Approval is gained from the Director of Corporate Services prior to making any approach • Any donations received are recorded in the register 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.

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
	PROCURING GOODS/SERVICES		
7.22	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: • Our policy and procedures are followed • The prospective purchaser should play no part in the processing of the transaction by the organisation • It is declared and recorded in the register within five days of the missives being concluded confirming the process followed.
7.23	The organisation entering into a contract with a contractor or service provider where one of our people, or someone connected to them, has significant control and the contract is within the scope of public procurement legislation.	It must be permitted where excluding the contractor/service provider would put the organisation in breach of its obligations under applicable procurement legislation.	This must be permitted where: • 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.

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			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: • 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. 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

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			means short of exclusion to remedy the conflict of interest. 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. 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: 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.
7.24	The organisation entering into a contract with a 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.	We could only consider this where: • There is no reasonable alternative (e.g. because of geography or the specialist nature of the goods/services) AND

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			• The person affected by this policy is not involved in any part of the procurement process or decision • The appointment is approved by the Board which is satisfied that the appointment is reasonable in the circumstances In such rare circumstances, the appointment must be recorded in the register along with details of the process followed.
7.25	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)	This cannot be permitted in almost all cases. 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: • 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

REF	EXAMPLE	CAN THIS BE PERMITTED?	ACTION NECESSARY
			• It is declared and recorded in the register within five days upon conclusion
7.26	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 potentially permitted if the procedure identified in Section 4 is followed

Appendix 2

Osprey Housing **Equality Impact Assessment Tool** **PLEASE READ THE GUIDANCE FOR COMPLETION:** Equality Impact Assessment Guidance.doc	

Name of the **policy / project proposal** to be assessed	Entitlements, Payments, a Benefits Policy GCS 2.5	Is this a **new policy / proposal or a revision**?	Revision
Person(s) responsible for the assessment	Sofia Redford		

1. Briefly describe the **aims, objectives and purpose** of the policy / proposal	This policy describes the entitlements, payments or benefits that our people are able to receive. It also describes what is not permitted and the arrangements that we have in place to ensure that the requirements of this policy are observed.
2. Who is intended to benefit from the policy / proposal? *(e.g. applicants, tenants, staff, contractors)*	Staff and Board members
3. What **outcomes** are **wanted** from this policy / proposal? *(e.g. the benefits to customers)*	Staff and Board members behave in a professional manner and are aware of the entitlements, payments and benefits our people are able to receive.

4. Which **protected characteristics** could be **affected** by the proposal? (*tick all that apply*)

☐ Age ☐ Disability ☐ Marriage & civil partnership ☐ Pregnancy/maternity
☐ Race

☐ Religion or belief ☐ Sex ☐ Gender reassignment ☐ Sexual orientation

5. If the policy / proposal is not relevant to any of the **protected characteristics** listed in part 4, state why and end the process here.

All staff and Board members are required to accept this Policy at induction and again on an annual basis. Do not feel that possession of any of the protected characteristics will mean a member of staff or Board member is affected either adversely or positively by this policy

	Positive impact(s)	**Negative impact(s)**
6. Describe the **likely positive or negative impact(s)** the policy / proposal could have on the groups identified in part 4		
7. What **actions** are **required** to address the impacts arising from this assessment? *(This might include; collecting additional data, putting monitoring in place, specific actions to mitigate negative impacts).*		

Signed: ____Sofia Redford_____ (Job title): ____Corporate Services Officer_____

Date the Equality Impact Assessment was completed:_____21 January 2026_____