

A meeting of the Management Committee will take place on **Thursday 22 August 2024 at 7.00pm in the Hayman Room, Head Office, Haddington**

Please advise staff if you are unable to attend.

External Auditors will be attending

Joyce Bolan
Secretary

B U S I N E S S

1.0 GENERAL

- 1.1 Apologies
- 1.2 Declaration of Interest by Management Committee Members
- 1.3 Minutes of 30 May 2024 – **for approval**
- 1.4 Action List – for information
- 1.5 Matters Arising

2.0 GOVERNANCE

- 2.1 Secretary's Report – **for approval**
- 2.2 Key Performance Indicators 2024/25 – for information
- 2.3 Annual General Meeting: Management Committee Membership – **for approval**

3.0 PRIORITY ITEMS

- 3.1 Housing Perks Scheme – **for approval**

4.0 POLICIES

- 4.1 Equality & Human Rights Strategy Review – **for approval**
- 4.2 Procurement & Value for Money Strategy Review – **for approval**
- 4.3 Procurement & Value for Money Policy – **for approval**
- 4.4 Customer Care Policy – **for approval**
- 4.5 Risk Management Framework – **for approval**
- 4.6 Employee Expenses Policy Review – **for approval**
- 4.7 Settlement Agreements Policy Review – **for approval**
- 4.8 Whistleblowing Policy Review – **for approval**
- 4.9 Privacy Policy Review – **for approval**
- 4.10 Authorisations and Standard Charges / Allowances Policy Review – **for approval**

5.0 BUSINESS MANAGEMENT

- 5.1 Equality & Diversity Action Plan – **for approval**

6.0 ANY OTHER BUSINESS

DATE OF NEXT MANAGEMENT COMMITTEE MEETING

AGM: Thursday 26 September 2024 at Maitlandfield House Hotel, Haddington, at 2.30pm

Meeting: Thursday 26 September 2024 at Maitlandfield House Hotel, Haddington, at 4.00pm

Action List

Report by Martin Pollhammer, Chief Executive – for information

The table below sets out the required actions agreed at the last meeting of the Management Committee on 30 May 2024, and confirms the actions taken.

Minute Ref	Action Required	Action By	Action Taken
1.3	Publish the minutes and papers from the March 2024 meeting on elha.com	ES	Complete
2.1	Re-circulate the Secretary's Report as noted in the minutes	MP	Complete
2.3	Purchase the Decision Time software	MP/GA	Complete
3.1	To review the Factoring Service	KB	To be added to the 2025/26 Business Plan Action Plan
3.1	Make the agreed changes and submit the Annual Return on the Charter to the Scottish Housing Regulator	KB	Complete
4.1	Check formatting, then update the Policy Document in the ELHA File Structure, elha.com and update the Policy Review Timetable	ES	Complete
4.2	Make the agreed changes, check formatting, then update the Policy Document in the ELHA File Structure, elha.com and update the Policy Review Timetable	ES	Complete
4.3	Check formatting, then update the Policy Document in the ELHA File Structure, elha.com and update the Policy Review Timetable	ES	Complete
4.4	Check formatting, then update the Policy Document in the ELHA File Structure, elha.com and update the Policy Review Timetable	ES	Complete
4.5	Make the agreed changes, check formatting, then update the Policy Document in the ELHA File Structure, elha.com and update the Policy Review Timetable	ES	Complete

Minute Ref	Action Required	Action By	Action Taken
4.6	Check formatting, then update the Policy Document in the ELHA File Structure, elha.com and update the Policy Review Timetable	ES	Complete
4.7	Check formatting, then update the Policy Document in the ELHA File Structure, elha.com and update the Policy Review Timetable	ES	Complete
4.8	Make the agreed changes, check formatting, then update the Policy Document in the ELHA File Structure, elha.com and update the Policy Review Timetable	ES	Complete
4.9	Re-present the paper to the August 2024 Management Committee meeting	MP	See Agenda Item 4.5
4.10	Check formatting, then update the Policy Document in the ELHA File Structure, elha.com and update the Policy Review Timetable	ES	Complete
4.10	Discuss the revised policy with JCC	MP	Complete, no further changed required

Secretary's Report – for homologation

1.0 Membership

Two new applications for membership have been received as follows:

- John Gordon, Prestonpans
- Morag West, Tranent

2.0 Cancellation of Membership

A membership is cancelled if the criteria for cancellation within the Rules is met. These include:

Rule 12.2, if you have:

- Failed to tell us of a change of address as set out in Rule 11 or
- Failed to attend and submit apologies for five AGMs

This Rule applies equally to individual memberships or those of community groups.

The last meeting of the Management Committee on 30 May 2024 received a full review of all individual memberships, and noted that a review of community group memberships would follow. This has identified a number of community groups which have failed to attend, notify a change of representative or send an apology for the last five or more AGM meetings, as well as two further individual memberships which should be cancelled.

The undernoted memberships have been cancelled as failure to attend or submit apologies for five AGMs:

- Membership No 59 – Humbie, East and West Saltoun and Bolton Community Council – E A Bayne
- Membership No 60 – Dunpender Community Council – Ivan G Clark
- Membership No 94 – Dunbar Community Council – Catherine Action
- Membership No 101 – Gullane Community Council – John A Clare
- Membership No 114 – Gifford Community Council – Mr Borer
- Membership No 98 – Ludovic Browne-Lindsay (former Provost and individual member)
- Membership No 308 – Jennifer Behney (individual membership)

3.0 Use of Seal for Homologation

None to report.

4.0 Maintenance of the Membership List

Following the completion of the review, the management and maintenance of the list of Members has now been passed to Executive Support, as it is a governance function.

Recommendations

The Management Committee is asked to:

- (a) Approve the applications for Membership; and
- (b) Homologate the cancellation of Memberships detailed in this report.

Key Performance Indicators 2024/25

Report by Martin Pollhammer, Chief Executive – for Information

1.0 Introduction

The Association's Key Performance Indicators (KPI's) for the first quarter of 2024/25 are attached as **Appendix 1** to this report.

2.0 ELHA Performance

The Association has missed the following targets:

2.1 Cash as a % of net rental and service charge income

This KPI is 1% below target; however since setting this target the Association has updated the Treasury Management Policy. This is being adhered to, but does mean the Association will hold less cash, mostly as a result of more timely loan drawdowns to try and match development spend more closely. This will reduce interest suffered on the loans.

2.2 Unit Reactive and Void Maintenance Costs

Unit Reactive and Void Maintenance Costs are £1,026 compared to a budget of £996. In percentage terms the overspend is minimal, however, the main reason is due to a high number of voids in the period. With 12 properties at Hamish Gardens becoming available there have been more internal transfers in Quarter One, thus creating more void properties.

2.3 Stock Condition Inspections Completed

The 2024/25 Stock Condition survey programme is currently being developed. Once this is reviewed and agreed it will be shared with the supplier, who have confirmed that there should be no issue in completing approximately 300 inspections within the 2024/25 period.

2.4 Bronze Key Tenants

Bronze Key Tenants have further dropped this quarter by 1% to 43%, moving in the right direction but remaining slightly over the target of 40%. Staff continue to encourage those at Bronze Key Tenant level to upgrade to Gold Key Tenant status at every opportunity.

2.5 Gold Key Tenants

The percentage of Gold Key Tenants has remained steady at 21% this quarter, and overall continues to remain under target. Staff will continue to encourage Bronze Key Tenants to upgrade to Gold Key Tenant at every opportunity. Plans to make Rent Collector a requirement for Gold Key Tenants during the Autumn is expected to impact the number of tenants at Gold level. The position will be reviewed once this transition is complete.

2.6 Audit & Assurance Committee Attendance

This was below target for Quarter One, (71% against a target of 75%), as only five of the seven members were able to attend the June 2024 meeting. The low attendance is also reflected in the Year-to-Date figure, and hopefully this can recover through improved attendance at future meetings.

2.7 Percentage of Tenants Using Their My Home Account

The number of tenants using their My Home account remains at 89%, just below target by 1%. It was hoped that the target would be achieved by the end of the first quarter and staff will continue to encourage tenants to make use of digital services.

2.8 Percentage of Tenants Paper-Free

The number of paper-free tenants increased slightly by 1% this quarter and continues to remain just 1% under target at 86%. Staff will continue to encourage tenants to go paper free.

2.9 Percentage of Tenants With a Connected Rent Collector Account

The target for connected Rent Collector accounts was increased from 30% to 50% from 1 April 2024 and plans are in place to make this a requirement for Gold Key Tenants. New requirements will be introduced during the Autumn when it is expected that the current figure of 36% will increase. Meanwhile staff continue to encourage take-up at every opportunity.

2.10 Percentage of Complaints Responded to within Target

Two Stage 1 complaints went over target during Quarter 1, both were in regard to a complaint about a contractor.

Key Performance Indicators 2024/25

Performance Indicator	Quarterly Target	Q1	Q2	Q3	Q4	2024/25 Target	2023/24 Actual	Year to Date	Status
Rental Income									
Non-technical arrears as % of rental income	2.8%	2.51%				2.8%	2.76%	2.51%	😊
Bad debts written off as % rental income	1.50%	1.43%				1.50%	0.62%	1.43%	😊
Voids as % of rental income	0.75%	0.75%				0.75%	0.33%	0.75%	😊
Finance/Treasury									
Interest cover (loan covenants)	110%	282%				110%	225%	282%	😊
Gearing (loan covenants FRS102 definition)	<37%	22%				<37%	23%	22%	😊
Maximum annual new borrowing	<£3m	£300k				<£3m	£2.9m	£300k	😊
Maximum borrowing per unit	<£26,000	£17k				<£26,000	£17.2k	£17k	😊
Current assets as a % of current liabilities	100%	111%				100%	159%	111%	😊
Cash as a % of net rental and service charge income	>20%	19%				>20%	32%	19%	😞
Unit management costs	£2,232	£1,900				£2,232	£1,929	£1,900	😊
Unit reactive maintenance costs	£996	£1,026				£996	£956	£1,026	😞
Asset Management									
Stock condition inspections completed	cumulative	0%				20%	30%	0%	😞
Gas services completed within timescale	cumulative	100%				100%	100%	100%	😊
Planned maintenance contracts with >5% overspend	0	0				0	0	0	😊
Average length of time taken to complete emergency repairs	<2 hours	01:19:10				<2 hours	01:23:50	01:19:10	😊
Average length of time taken to complete non-emergency repairs	< 6 days	3.5				< 6 days	5.46	3.5	😊
Repairs completed right first time	85%	95.95%				85%	94%	95.95%	😊
Repair appointments kept	93%	97.00%				93%	97%	97.00%	😊
Housing Management									
Properties allocated after 3 or more refusals	0	0				0	0	0	😊
Number of evictions carried out	no target	2				no target	2	2	😊
Bronze Key Tenants	<40%	43%				<40%	46%	43%	😞
Gold Key Tenants	27%	21%				27%	19%	21%	😞
Platinum Key Tenants	20%	21%				20%	20%	21%	😊
Corporate									
Number of accidents reportable to HSE	0	0				0	0%	0	😊
Network Availability	99%	100%				99%	99%	100%	😊
% working days lost through long term sick leave	5%	1%				5%	1.8%	1%	😊
% working days lost through short term sick leave	2%	1.1%				2%	1.4%	1.1%	😊
Management Committee Attendance	75%	77%				75%	71%	77%	😊
Audit & Assurance Committee attendance	75%	71%				75%	66%	71%	😞
% of tenants using their My Home account	90%	89%				90%	89%	89%	😞
% of tenants paper-free	87%	86%				87%	86%	86%	😞
% of tenants with a connected Rent Collector account	50%	36%				50%	35%	36%	😞
% of complaints responded to within target	100%	95%				100%	98%	95%	😞

😊 Performance Excellent 😞 Performance Satisfactory 😞 Performance Poor

Annual General Meeting: Management Committee Membership

Report by Brian Logan, Chair – for approval

1.0 Background

Under the Association's Rules, the Association must give notice to all Members of the intention to hold an Annual General Meeting (and include nomination papers for the Management Committee) at least 28 days before the date of the meeting. Regulatory Standards require the Association to identify any specific priorities for recruitment following the annual assessment of what skills the Management Committee needs to meet ELHA's Strategic Objectives.

2.0 Elections to the Management Committee for 2024/25

The Management Committee of East Lothian Housing Association may consist of up to fifteen members, however the Association's Standing Orders aim for between ten and twelve places to be filled at any one time, allowing other places to be used for succession planning purposes. Following last year's Annual General Meeting, the Association had thirteen elected members.

Under Rule 39.1, at least one third of the members of the Management Committee must retire (if no other members, or an insufficient number of members have indicated their intention to retire to fulfil this requirement, those with the longest period since their last election should retire). Graham Rattray resigned from Management Committee with effect from 30 May 2024, whilst Joyce Bolan, and James Curran have indicated their intention to retire from the Management Committee at the 2024 AGM. The other two members required to retire are Katrina Hamilton and Pamela Macleod.

Under Rule 37.6, the Management Committee must satisfy itself that any Management Committee member seeking re-election after a period of continuous service of nine or more years can demonstrate their continued effectiveness. Rule 37.6 is not applicable this year as Katrina Hamilton and Pamela Macleod both have three years of continuous service each.

One new member, Maureen Batten, was Co-opted onto the Management Committee on 22 February 2024. Under Rule 39.3, Maureen must also retire, but is entitled to stand for election at this AGM.

3.0 Management Committee Succession Plan and the “Nine Year Rule”

The Management Committee has developed its Succession Plan to ensure the right balance of experience, renewal and refreshment of the Management Committee going forwards. This includes ensuring that the proportion of Management Committee members with nine or more years’ service does not normally exceed 50%. Of the current Management Committee, by the date of the 2024 AGM, seven members will have served more than nine years, or 54%.

With the retirement of Joyce Bolan and James Curran, assuming no further retirements and the appointments noted in this paper are made, five members from a Management Committee of eleven will have served more than nine years, so the percentage will drop to 45%.

Katrina Hamilton, and Pamela Macleod, have both confirmed they wish to stand for election. In accordance with Rule 39.4, Katrina Hamilton, and Pamela Macleod may stand for re-election. There are no members seeking re-election that have served for more than nine years.

Maureen Batten has also confirmed her willingness to stand. In accordance with Rule 39.4, Maureen Batten may stand for election.

4.0 Nominations to the Management Committee

At the time of writing this report, no further Nominations have been received.

In our Succession Plan, we consider what particular skills we are looking for in new members. In particular, we identified the following areas where we could strengthen the Management Committee’s overall skillset:

- Digital and Information Systems
- Customer consultation, marketing and communications
- Provision of Housing and Support Services to Older People

The following skills would also be desirable for potential Committee Members:

- Social Housing and Development
- Finance

There are currently seven vacancies on the Management Committee; three members are eligible to stand. There are a further four vacancies for which nominations can be made, however the Management Committee is not actively seeking further nominations since the number of Management Committee members is within the target range of ten to twelve.

If more nominations are received than there are places available on the Management Committee before Thursday 5 September 2024, a ballot at the AGM will be required, otherwise all nominees will be automatically appointed.

Recommendations

The Management Committee is asked to endorse the nominations for Katrina Hamilton and Pamela Macleod for re-election to the Management Committee, and to endorse the nomination for Maureen Batten to be elected to the Management Committee at the 2024 AGM.

Housing Perks Scheme

Report by Karen Barry, Director of Housing for approval

1.0 Introduction

When the Key Tenant Scheme was introduced seven years ago, it was envisaged that additional discount schemes or similar money saving offers would be offered to participating tenants to encourage the uptake of digital services and help save them money, and an opportunity to introduce an additional Key Tenant Scheme benefit has now been identified.

2.0 Housing Perks

Housing Perks is a free App for use by tenants and staff which is downloaded from the App Store or Google Play Store. The Association can also use it to purchase a range of vouchers for tenants, including energy vouchers at a cheaper rate than current providers (energy vouchers have a cost rather than a discount but Housing Perks issue these at the cost to themselves with no markup).

Users register with their phone number (the only personal data that Housing Perks take), select the Association's name from a drop-down list, and input their tenant reference number.

The App is used at the point of sale to obtain between a 4% to 10% discount. It includes over 100 retailers which includes all the major supermarkets and stores, for example, Argos, B&Q, and Primark. It is not a cashback paid later or loyalty points scheme, rather users get the discount instantly at the point of sale by using a voucher they download in two seconds to their phone whilst they are at the till.

Optionally, instead of taking the discounts as instant savings (which is the default position), tenants can choose to set the App to pay some or all of their savings towards their rent. This could be particularly useful in helping tenants in financial difficulties pay back any rent arrears. By using Housing Perks for their normal everyday shopping, tenants could easily pay £4 to £10 a week towards their rent with no additional cost to themselves.

3.0 Benefits to the Association

There are a number of benefits in using this App. The Association can:

- Offer support to all tenants with the ongoing high costs of living rather than a targeted few through the Tenancy Sustainment Fund
- Get at least a 1% discount on the purchase of vouchers (depending on the retailer) so the Tenancy Sustainment budget ends up going a bit further
- Access energy vouchers at cost thus allowing the Tenancy Sustainment budget to go further, and also transfer the voucher to tenants immediately
- Access a web portal where Housing staff can buy vouchers to instantly 'push' to a tenant's phone to support an individual who qualifies under the Association's Tenancy Sustainment Policy (for example to purchase food or other household goods)
- Access a dashboard where staff can see how the scheme is performing, for example showing number of sign-ups, orders, total spent / saved, most popular brands and savings on vouchers

4.0 Cost & Return on Investment

The cost to the Association is an annual licence based on our size at £1 per property managed per year. The total cost would therefore be £1,380 plus VAT, provision for which has been made in the Tenancy Sustainment budget.

Housing Perks advise:

- Their statistics show 72% of people who have tried the App are using it regularly and 10% open it almost every day
- Payback for the licence fee is typically within a few months
- Average savings for tenants is £300 to £500 a year on household bills
- If an amount is lodged with them to purchase vouchers through the year, for example from the Tenancy Sustainment budget, currently 4% interest will be paid on the amount, helping the funds to go further

5.0 Trialling the App

The Key Tenant Scheme has been hugely successful in the development of digital services, reducing costs, shaping tenant behaviours, and putting money into the pockets of those that need it most. ELHA continues to develop its digital services and will change qualification criteria for the scheme in this upcoming year, in particular moving to payments by Rent Collector as a key requirement. To be able to offer something more to Key Tenants who are used to receiving Rent Discounts ahead of future changes can only help the process of managing this change.

It is recommended that the Housing Perks App is offered to all Bronze, Gold and Platinum Key Tenants for an initial period of one year, with the Association monitoring its success on a quarterly basis through the Audit & Assurance Committee, to assess whether savings outweigh costs.

As this discount scheme would be seen as an additional benefit to the Key Tenant Scheme, the Association would not actively encourage tenants to pay any savings they make to their rent arrears, bearing in mind the requirements for Platinum and Gold Key Tenant status (which make up half of the membership) which require them to either have no arrears or an agreement in place. This is simply an option which tenants may wish to use. It would work well with Rent Collector and a Regular Payment set up to pay the Rent Due, since any payments made through Housing Perks would automatically be deducted from the Rent Due amount, and the payment then made from the tenant's bank account would automatically be reduced to pay the remaining balance.

Offline tenants would be able to access this digital service by signing up to their My Home account and switching to paper-free, or a family member, guardian, friend or other advocate could assist them through the Family & Friends Service ensuring that the Association meets all of its equality requirements.

The Association intends to carry out a full review of the Key Tenant Scheme at the end of this trial when an Equality Impact Assessment will be carried out and will include Housing Perks if it is a success.

Recommendation

The Management Committee as asked to approve a one-year trial of Housing Perks, and that all Bronze, Gold and Platinum Key Tenants are given access to the service.

Equality and Human Rights Strategy Review

Report by Karen Barry, Director of Housing – for Approval

1.0 Introduction

The Association's first Equality and Human Rights Strategy was approved by the Management Committee in August 2023 with a recommendation that it be reviewed after the first year of operation.

2.0 Proposed Changes

A review of the Strategy has highlighted the need for some minor updates all which are self-explanatory and tracked on the attached **Strategy Document**.

The Strategy was set to an initial one-year review to ensure that the Association achieved its regulatory requirements to collect Equality Data, and be assured that it is working towards using the data to take account of equality and human rights issues in its decisions, policy-making and day-to-day service delivery. The Assurance Statement sent to the Scottish Housing Regulator in May 2024 confirmed this, and it is recommended that the Strategy now moves to a five-yearly review cycle in line with most other policy and strategy documents.

All required actions identified in the Strategy have been included in the Equality and Diversity Action Plan at **Agenda Item 5.1**.

Recommendation

The Management Committee is asked to approve the revised Equality and Human Rights Strategy.

GROUP STRATEGY

Date Issued August 2023

Last Reviewed

Department Corporate

Title **Equality & Human Rights Strategy**

Objective To ensure we meet the expectations of our tenants, other service users and stakeholders in our approach to Equality & Human Rights

Responsible Chief Executive

Next Review Date ~~August 2024~~[August 2029](#)

1.0 Introduction

This is our first published Equality & Human Rights Strategy, which sets out how we will promote an environment of respect, understanding, encouraging diversity, and eliminating discrimination by providing equality of opportunity for all.

This document outlines our commitment to ensuring we deliver housing services in a way that every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

This strategy should be read in conjunction with our Equality & Diversity Policy and compliance is expected from all staff, Committee Members, tenants and others that we work with.

2.0 Legal & Regulatory Context

2.1 Scottish Social Housing Charter & Regulatory Requirements

The Scottish Social Housing Charter help to improve the quality and value of services provided by social landlords in Scotland. It sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities.

Outcome One of the Scottish Social Housing Charter states:

'Social Landlords perform all aspects of their housing services so that:

- They support the right to adequate housing
- Every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services'

This outcome describes what social landlords, by complying with equalities legislation, should achieve for all tenants and other customers regardless of the nine protected characteristics set out by the Equality Act 2010. It includes landlord's responsibility for finding ways of understanding the rights and needs of different customers and delivering services that recognise and meet these.

There are currently no reporting requirements for Equality & Human Rights as part of the Annual Return on the Charter, though in May 2024, the Scottish Housing Regulator announced that a comprehensive review of the Charter would be carried out during 2024/25.

Landlord self-assurance is at the heart of the Scottish Housing Regulators approach to regulation and an important part of this is landlords making an Annual Assurance Statement. Our starting point was set out by our Management Committee in our 2022/23 Annual Assurance Statement, confirming that we were working towards having appropriate systems in place for the secure collection, storage and use of Equality Data, and were also assured that we were working towards using this data to take account of Equality and Human Rights issues in our decisions, policy making and day to day service delivery. ~~Through our~~ In our 2023 Annual Assurance Statement, we ~~expect to~~ were able to report that we are now fully compliant with regulatory requirements on data collection, and that we ~~will consider~~ are working towards using this data to take account of Equality and Human Rights issues ~~properly when making~~ in our decisions, in ~~the design and review of our internal and external policypolicy-making~~ es, and in our day-to-day service delivery.

We are also compliant with Standard 5.3 of the Regulatory Standards of Governance and Financial Management which states:

'The RSL pays due regard to the need to eliminate discrimination, advance equality and human rights, and foster good relations across the range of protected characteristics in all areas of its work, including its governance'.

2.2 Equality Data Collection: National Guidance for Scottish Social Landlords

Equality Data Collection Guidance was produced in 2021 (and updated most recently in June 2022) by the SFHA, GWSF, ALACHO and the Scottish Housing Regulator, to support social landlords in Scotland to implement legal and regulatory requirements relating to equality data collection. The Guidance has helped to shape this strategy.

2.3 Equality Act 2010

The Equality Act of 2010 sets out nine protected characteristics on which discrimination is prohibited by law. They are:

- Age
- Disability
- Gender reassignment
- Marriage and civil partnership
- Pregnancy and maternity
- Race
- Religion or belief
- Sex and
- Sexual orientation

2.4 Public Sector Equality Duty

The Equality Act 2010 replaced previous duties in respect of race, disability and sex by the duty known as the Public Sector Equality Duty.

The Duty requires specified public bodies (or those that carry out public functions) to:

- Eliminate conduct prohibited in law
- Advance equality of opportunity between people who share a protected characteristic and those who do not
- Foster good relations between people who share a protected characteristic and those who do not

Registered social landlords are not included in the list of designated bodies covered by the Duties but many of the specific functions that we carry out are likely to be of a public nature, and so the duty applies to those functions.

2.5 Housing as a Human Right

~~At the time of writing this Strategy, the Scottish Government had committed to introducing a Human Rights Bill during the current parliamentary term by June 2024 however our understanding is that this has been delayed until September 2024.~~ The Bill will create a legal framework to embed internationally recognised Human Rights within

Scottish Law. It is expected that it will recognise the right to a healthy environment and provide a clear set of duties for public bodies. It is suggested that the duties set out in the Bill would apply to bodies carrying out functions of a public nature.

The United Nations (UN) sets out seven standards of adequate housing:

- **Security of Tenure** - legal protection from forced eviction, harassment by landlords and other threats to having a settled home
- **Habitability** - a dwelling in a decent state of repair that provides a dry, warm home and adequate living space
- **Availability of Services** – a dwelling has the facilities that makes it habitable, such as sanitation and waste disposal facilities, cooking facilities, storage heating and lighting
- **Affordability** - housing costs are not so high that people struggle to pay for food, fuel and other basics
- **Accessibility** - suitable housing is available to those who require it, including housing that maximises the capacity of individuals with a disability or limiting illness to live independently
- **Location** - housing is situated areas that allow access to services (such as education, health, shops), paid work and participation in civic society; housing should not be in an environment that is hazardous to health
- **Cultural Adequacy** - housing and its allocation should allow people to live in ways that express their cultural identity and does not disrupt their cultural affiliations

~~From 2023, the Scottish Housing Regulator expects assurance from our Management Committee that we are considering how we can adopt a Human Rights based approach in our work through the 2023 Annual Assurance Statement.~~

Whilst some of the standards above are already covered by legislation our Governance Standards Working Group (See Section 5.0) will, during 2024/25 consider what the 'right to adequate housing' could look like in practice in East Lothian, and what challenges need to be overcome to achieve this, whilst we await more formal guidance in this area.

2.6 Data Protection Legislation

When we are collecting or holding data from tenants, applicants, staff and committee members, we ensure we are processing it in a way which complies with the General Data Protection Regulations 2018. If data is anonymous and is in no way linked to an individual, then it is no longer regarded as personal data and the data protection considerations would no longer apply. Our approach is anonymous; therefore we do not

collect personal data in this respect. Further information can be found in our Data Protection Policy.

3.0 Equality & Diversity Policy

Our Equality & Diversity Policy outlines how we will implement and promote Equality and Diversity across the Association and our services, whilst considering Human Rights. It also outlines the way in which we will work to reduce and prevent discrimination.

This strategy and our Equality & Diversity Policy are supported by Equality Impact Assessments (which we undertake when reviewing relevant policies and services), and our Equality & Diversity Action Plan, which we review annually.

4.0 Equality Impact Assessments & Action Plan

When we review all of our relevant policies and practices, we will carry out an Equality Impact Assessment (EIA). Equality Impact Assessment training ~~will be~~ provided to ~~for~~ our Management Team during 2023/24 this year and a procedure ~~will be~~ has been developed ~~which will~~ outline our approach to completing assessments ~~as we move forward~~. We ~~will also~~ will highlight which policies or services require an EIA when preparing the annual policy review timetable and as part of the business planning process each year. ~~carry out retrospective Equality Impact Assessments of several key policies recently reviewed such as our Tenant Participation Strategy, Complaints Policy and Tenancy Sustainment Policy.~~

5.0 Governance Standards Working Group

Our Governance Standards Working Group meets three times a year to review our overall compliance with the Governance Standards. It also reviews our self-assessment against the Standards, and our Evidence Bank which underpins our self-assessment. Given Equality & Diversity are now a key section within the overall Governance Standards, it makes sense for our Governance Standards Working Group to review our compliance in this specific area, to ensure the Working Group can give assurance to the Management Committee in relation to our compliance with the Standards overall.

This means that the Governance Standards Working Group will now oversee and report to the Management Committee on:

- ~~• The annual review of this Strategy~~
- Our performance against our Equalities Action Plan, ensuring the Plan is presented to the Management Committee annually

- Compliance with the Regulatory Standards relating to Equality & Human Rights to provide Assurance to the Management Committee as part of the preparation of the Annual Assurance Statement
- Review Equality Impact Assessments to identify inconsistencies and develop good practice, and incorporate them into the Evidence Bank and self-assessment
- Consider the Equality Data collected about our tenants, applicants, staff and Management Committee members, as well through our Information & Advice Service and the three-yearly tenant satisfaction survey, and ensure we are complying fully with our regulatory requirements in these areas

6.0 Data Collection and Evidence

To ensure we are delivering services which meet the outcomes of the Social Housing Charter, that we comply with regulatory requirements, and meet the Public Sector Equalities Duty, we need to collect data and understand our tenants, applicants, staff and Management Committee member characteristics and any needs they may have. This will allow us to provide better services to our customers and promote diversity. We use this data to measure whether we are meeting the aims of this strategy and our Equality & Diversity policy.

We collect and analyse information in following ways:

- Every three years we carry out an independent Tenant Satisfaction Survey with face to face surveys of around 50% of tenants, and as part of this, we ask equalities monitoring questions (although this part of the data set is collected by an external consultant and reported to us anonymously)
- We have developed Gold Standard digital software to collect Equality Data about our tenants through their My Home account so that our tenants can advise us of any specific needs or characteristics which will help us to ensure they have the best access to our services (those tenants not signed up to paper-free services receive an annual letter and anonymised paper survey form which they can return by post)
- We also collect Gold Standard Equality Data about our applicants through our Digital Lettings Service, These Homes (all information collected from tenants and applicants is anonymised)
- On an annual basis, we will carry out a survey of staff and Management Committee members to compile equality information. This will be collected anonymously, but any staff or Management Committee member who has specific individual requirements can advise our Executive Support Officer (HR) who will ensure the appropriate support is in place to meet their needs.

These information sources inform our Equality Impact Assessments which then impact on policy development and service delivery. Our Governance Standards Working Group will review the outcomes from such assessments to identify any inconsistencies and analyse the data to identify any service gaps or areas of concern or discrimination.

Equalities information is currently reported through on our P365 microsite, as well as in a number of key reports to our Audit & Assurance and Management Committees. We ~~are~~ will reviewing how we can improve these reporting mechanisms during 2024/25.

7.0 Feedback & Consultation

We ensure that our tenants know how to complain about our services and the delivery of them. We provide information to our tenants and customers in a variety of ways that enables them to complain.

We monitor complaints and praise and provide quarterly and annual reports to our Management Committee and publish these on elha.com. We use this information to improve our services.

We consult tenants via a range of methods outlined in our Communication and Tenant Participation strategies and take their views into account when shaping and delivering services. We will use the Equality Data we collect to inform our engagement with tenants and ensure there are effective arrangements to support tenants with specific needs to enable them to participate in our scrutiny and engagement activities.

We also carry out a range of regular surveys to ensure that tenants views are collected and taken into account when delivering services.

8.0 Training

We provide Equality & Human Rights training to all staff in a range of ways. We currently provide bite sized training through the initial induction process for new staff and the ongoing induction programme. All staff ~~will attend~~ ed formal training during in-2023/24 and this will be repeated every three years.

9.0 Monitoring & Review

The Governance Standards Working Group will monitor the progress of this Strategy through their normal work in gaining assurance in relation to the Association's compliance with the Governance Standards.

The Chief Executive is responsible for the review of this Strategy ~~after its first year of operation every five years and any recommended changes will be submitted to the Management Committee for approval.~~

Date Issued	August 2024
Department	Corporate
Title	Annual Procurement Report 2023/24
Objective	To give an overview of the Associations procurement activity for the 2023/24 financial year and progress against the Procurement & Value for Money Strategy.
Responsible	Director of Finance & Corporate Services
Next Review Date	August 2025

1.0 Introduction

- 1.1. The purpose of this report is to enable East Lothian Housing Association (ELHA) to comply with its obligations under the Procurement Reform (Scotland) Act 2014, Section 18(1) to prepare and publish an annual procurement report on its regulated procurement activities.
- 1.2. The Procurement Reform (Scotland) Act 2014 requires any public organisation which has an estimated annual regulated spend of £5 million or more (excluding VAT) to develop and review a Procurement Strategy annually before the start of the next financial year. In addition to the mandatory strategy, to meet regulatory requirements the organisation must also prepare and publish an annual procurement report disclosing how its procurement activity has complied with its published strategy.
- 1.3. Regulated procurement is any procurement for public goods/supplies or services with a value of over £50,000 or any procurement for works with a value of over £2million.
- 1.4. The guidance and template issued by the Scottish Government to report on our performance has been used.
- 1.5. This report covers the 2023/24 financial year, which ended on the 31 March 2024.
- 1.6. In compliance with Section 18(2) of the Act, this report will include:
 - Summary of Regulated Procurements Completed
 - Review of Regulated Procurement Compliance
 - Community Benefit Summary

- Supported Businesses
 - Future Regulated Procurements Summary
- 1.7. Between 1 April 2023 and 31 March 2024, there were no regulated procurements contracts were completed.

2.0 Summary of Regulated Procurements Completed

- 2.1. Compliant procurement is fundamental to ELHA's achievement of the strategic objective for delivering value for money and applying the general duties of fair and equal treatment as well as transparency and proportionality.
- 2.2. In total there are three live contracts (as at August 2024) listed in the Associations regulated contract register; none of these contracts were awarded in 2023/24.
- 2.3. The full list of regulated procurement contracts used by the Association throughout 2023/24 can be found in **Appendix 1**. These are the contracts that have been issued prior to 2023/24 financial year.
- 2.4. The Regulated Contract Register is updated as and when required on Public Contracts Scotland and publicised on the Association's website under the guide to information section below;

<https://www.elha.com/page/guide-to-information>

3.0 Review of Regulated Procurement Compliance

- 3.1. ELHA believe that making the most of every pound of our money we spend is vital to ensure we can maintain affordable rents. That is why we aim, where possible, to self-deliver goods and services within ELHA.. However, we recognise this is not always possible and we will be required to procure goods and services. The Procurement Strategy supports the Association by delivering best-in-class procurement outcomes which are customer focused whilst achieving value for money, innovation and delivering sustainable social value.
- 3.2. A Procurement & Value for Money Strategy was created for the first time in August 2023, reflecting the Associations increase in regulated spend due to its ongoing development programme.
- 3.3. The strategy included four ambitions to help us define progress towards our aims, being:
1. All spend that can be positively influenced by procurement activity has a corresponding contract.
 2. All procurement activity complies with statutory and regulatory requirements and is supported by a detailed technical specification of our purchasing requirements.

3. All relevant contracts are arranged to include sustainable procurement requirements.
4. All staff trained to be able to carry out a regulated procurement activity.
- 3.4. In November 2022, the Scottish Government released an update to the Affordable Housing Supply Programme (AHSP) conditions of receiving grants, requiring developing RSLs to participate in a procurement improvement programme every two years and a programme which assess value for money.
- 3.5. The value for money element for grant funding is assessed via tenant satisfaction surveys and is not covered in this report.
- 3.6. The Continuous Improvement Programme for Procurement (CIPP) delivered by Scotland Excel meets the Scottish Governments requirements for the procurement improvement programme. The Association undertook this in October 20223, with a final report issued in June 2024. This assessment considered the current and a revised procurement policy and procedure. The revised policy and procedure were included as part of the strategy for 2023/24 and, as this review of these documents has recently been concluded, the actions in the procurement strategy around policy development and staff training and development on this were not achieved.
- 3.7. Overall, the CIPP found that the Association had really embraced the need for good procurement and highlighted examples of robust procurement practices across the whole association during the assessment. The best examples included comprehensive policies and procedures, KPI's, collaboration and career development.
- 3.8. Despite the CIPP delaying some Procurement Strategy actions, there was progression and improvements achieved throughout 2023/24 against the four stated ambitions, as noted below:
 1. Monthly supplier spend reports for the Association and created including all areas of spend. Where spend is >£2k per annum, the person responsible for that spend/contract is identified and updates contract details.

All contract documents were agreed to be stored in the Contracts, Licenses and Agreements folder across the Group. All regulated contracts were in this folder.

A contract management policy was created and approved by the Management Committee in May 2024 and is now being rolled out.

As this new policy has recently been approved, the action to ensure supplier meetings are being held and contract KPIs being monitored was not completed and rolled over into 2024/25.

A tendering timetable was put in place – see **Appendix 2**.
 2. A review of all existing contracts was undertaken to ensure compliance with statutory and regulatory compliance.

The Associations main spend is with R3 Repairs. This is an ongoing contract and was put in place under the Teckal rules, which allowed the Association to direct award this contract to its subsidiary.

The other main area of spend is around new build development. Most new build spend is for s75, off the shelf, home purchases. Contracts are put in place with the Developer for these homes, but these contracts are not currently published on Public Contracts Scotland. This was discussed with Scotland Excel as part of the CIPP process from reading the procurement regulations and council planning guidance, they cannot find any reference for organisations placing requirements on PCS and I have found no such awards on PCS either. Therefore it was deemed compliance has been met.

There was one contractor spend that could be considered a regulated contract going forward, in relation to gas servicing and this will be monitored as this contract is discussed with the supplier.

There are two supplier contracts that are currently just below the regulated thresholds in terms of annual spend, and these will be monitored going forward.

Due to the current policy and revised policy been reviewed as part of the CIPP the strategy action for training to be delivered to staff involved in purchasing goods and services to ensure understanding and compliance with revised Procurement policy and procedure was not achieved and rolled into the 2024/25 plan.

3. Due to the current policy and revised policy being reviewed as part of the CIPP, the strategy action for revising the procurement policy to include requirements to create a procurement project plan for regulated procurement activities, that incorporates the sustainable procurement requirements, was not achieved. This is rolled into the 2024/25 plan.

The creation of a new field against supplier records to help identify if the supplier was an SME or Third sector org was partially completed. There is no record space in the Housing Management software to store this information and it is being explored if this can be included as a field in an excel report on supplier spend that is currently run. This is rolled into the 2024/25 plan.

4. The creation of a competency matrix for roles within the organisation was completed and reviewed by Scotland Excel as part of the CIPP. It was highlighted that this approach was a great piece of work for an Association of this size.

As the review of the matrix was recently completed as part of the CIPP, the training plan to bring staff to this level for each post was not completed and rolled into the 2024/25 plan.

- 3.9. To assess progression against the Procurement Strategy, KPIs were created as per the table below. Actual performance against these in 2023/24 is noted in the table.

Performance Indicator Name	Target	Actual
Percentage of ELHA expenditure covered by contracts	91%	92%
Number of ELHA collaborative opportunities explored as a percentage of all regulated contracts tendered	100%	0%
Regulated contracted ELHA suppliers paying the living wage	100%	100%

- 3.10. The number of ELHA collaborative opportunities explored as a percentage of all regulated contracts tendered was not met as no contracts were tendered in the year.
- 3.11. The CIPP found that the Association had opportunities to improve in the following areas:
- Managing contracts and suppliers – the function of contract management should be segmented from the contract register based on value and risk
 - Climate and circular economy – to accommodate new KPIs that can be considered down the line to fit inside the process that already exists
 - Measuring performance – lessons learnt and whole life cost cycles should be considered in every tender and be part of the procurement process
 - Consultants – place less reliance on consultants to run tender processes
- 3.12. The recommendations from the CIPP have fed into the 2024/25 Procurement Strategy action plan and others will feed into future plans. Whilst the ambitions for 2024/25 strategy will remain the same, with the key priorities for the year for each ambition will be:
1. Continue to review supplier spends and the contracts in place for these to ensure we have responsible individual managing the contract where spend >£2k. The full contracts database to be monitored monthly to ensure supplier meetings are being held, in line with the contracts management policy, and contract KPI's being monitored.
 2. Continue to review supplier spends and ensure they comply with statutory and regulatory compliance. Training to be delivered to staff involved in purchasing goods and services to ensure they selected the correct route to market.
 3. Embed the field into a supplier spend that identifies SME or Third Sector organisations. Where spend is >£10k with each supplier we will capture this information.
 4. Staff to be trained on revised procurement policy and procedure in line with the requirements of their role. Each role profile to be revised to include section on procurement responsibilities.

- 3.13. There were no known regulated procurements that did not comply with the Associations strategy.

4.0 Community Benefit Summary

- 4.1. There are no community benefit clauses currently inserted into ELHA's regulated contracts. The value of these contracts does not require ELHA to insert this clause into these contracts.

5.0 Supported Businesses Summary

- 5.1. The Act includes a new classification for supported business: "an economic operator whose main aim is the social and professional integration of disabled or disadvantaged persons and where at least 30% of the employees of the economic operator are disabled or disadvantaged".
- 5.2. Our regulated contract activity for the last financial year did not provide us with an opportunity to utilise the goods or services from supported businesses.
- 5.3. We do however make use of supported businesses for our non-regulated procurement activities.

6.0 Future Regulated Procurements Summary

- 6.1. The Act States that all estimated regulated procurement over the next two years should be disclosed by the Association. **Appendix 2** provides this summary and there are four contracts due to be tendered.
- 6.2. There are two potential extensions to current contracts and two known relets (replacement tender process) due over the next two years.

7.0 Summary

- 7.1. East Lothian Housing Association is measuring against the four ambitions defined in our strategy to help us achieve our procurement aims. Progress was made against all of the actions within the action plan although some actions required to be rolled over into 2024/25. This was because the Association undertook the Continuous Improvement Programme for Procurement (CIPP). The outcome of this review was extremely positive with good procurement practices highlighted as well as robust policies and procedures. Recommendations from the review are being taken forward for future years action plans. The KPI's set to measure progression against the strategy were achieved in the year.
- 7.2. Customers will continue be consulted, where applicable, on the tendering outcomes to ensure we are procuring the goods and services they expect.

- 7.3. Once a tender is advertised, supporting suppliers to engage with the Association through the legislation is key to the success of our procurement programme. This includes taking time at the outset of each tender to consider not just the financial impact but also the added value that the contract can deliver, including the economic, social and environmental benefits. This is reflected in our strategy.

Appendix 1 – Regulated Procurement Register – 2023/24

Date of Award	Contractor	Works / Goods / Services	Estimated Value (including VAT where applicable)	Start Date	End Date
11/09/2018	Waterstons	Managed IT Service (4 + 3 years)	£480,000	11/09/2018	11/09/2025
24/02/2023	Marsh Ltd	Insurance Services (3 + 2 years)	£934,040	31/03/2023	31/03/2026
31/08/2022	Alexander Sloan	External Audit Services (3 + 2 years)	£125,000	30/09/2022	30/09/2025

Appendix 2 – Future Regulated Procurement Summary 2024/25 & 2025/26

Contract Title	Contract Description	New, Ext or Re-Let	Estimated Value	Est Publication Date	Est Start Date	Contract Duration
Managed IT Service	The provision of Managed IT Services and related infrastructure hardware and equipment.	Re-Let	£750,000	Apr-25	Sep-25	5 Years + 2 Years
Insurance Services	The provision of non-life insurance services.	Ext	£400,000	Jan-26	Mar-26	2 Years
External Audit Services	External Audit Services.	Ext	£50,000	Jul-25	Sep-25	2 Years

Procurement & Value for Money Strategy Review

Report by Gary Alison, Director of Finance & Corporate Services – for approval

1.0 Background

Section 15 of the Procurement Reform (Scotland) Act 2014 requires any public organisation, which has an estimated total value of regulated contract spend of £5 million or more (excluding VAT) in a financial year, to prepare and publish a Procurement & Value for Money Strategy.

As ELHA have ambitions to develop new housing stock, the estimated value of regulated procurement spend was expected to exceed £5million or more in the short to medium term.

Therefore, to comply with the Procurement Reform (Scotland) Act 2014, ELHA needed to prepare and publish a strategy. This was done for the first-time last year.

2.0 Annual Procurement Report

Where an organisation is required to prepare a Procurement Strategy, or reviewing an existing one, it must also publish an Annual Procurement Report on its regulated procurements as soon as reasonably practicable after the end of the financial year.

The proposed **Annual Procurement Report Document** is attached to this report.

The structure of the procurement report document is from the guidance document on the Scottish Governments procurement journey website.

The Annual Report must address all the matters contained in an organisation's procurement strategy. This is covered off in Section 3 of the report. Progress was made against all the actions within the Procurement Strategy Action Plan, although some actions required to be rolled over into 2024/25. This was because the Association undertook the Continuous Improvement Programme for Procurement (CIPP) (see Section 3). The KPI's set to measure progression against the Strategy were achieved in the year.

Publication of this Annual Report is to be in a way the organisation considers appropriate but must include publication on the internet. This will be published within the Guide to Information section on elha.com.

3.0 Continuous Improvement Programme for Procurement (CIPP)

As noted in the Annual Procurement Report, in November 2022, the Scottish Government released an update to the Affordable Housing Supply Programme (AHSP) conditions of receiving grants, requiring developing RSLs to participate in a procurement improvement programme every two years, and a programme which assesses value for money. Without doing an improvement programme and completing a value for money assessment, RSLs would not receive grant funding for new build projects. Given RSLs need this funding to make new build developments financially viable, these conditions must be adhered to.

The Value for Money element for grant funding is assessed via tenant satisfaction surveys. The satisfaction survey that is currently being used for new homes is being revised to incorporate the revised metrics set out in the guidance for this value for money assessment.

The Procurement Strategy notes that the Association will measure elements of the effectiveness of the Procurement Strategy via the Procurement & Commercial Improvement Programme (PCIP) (note the proposed wording change in Section 4.0). The CIPP builds on the foundations of the PCIP, with the CIPP ensuring compliance to meet the need to participate in an improvement programme.

The Elphinstone development is the first site that the grant offer has these conditions. To ensure the requirements are met well ahead of time, the CIPP was undertaken in October 2023, with a final report issued in June 2024. The assessment was undertaken by Scotland Excel. The timing of this programme impacted on the Procurement Strategy Action Plan for the year, with some actions being rolled into the 2024/25 action plan (see Section 4.0).

With the strategic approach of self-delivery of services and works where possible, there is a low level of regulated procurement activity within the group. Discussions with Scotland Excel around this meant they were content to take a “light touch” approach to the assessment. This meant the assessment was limited more to processes in place rather than examples. This approach, and subsequent scoring, still ensured compliance with the conditions of the grant.

A score of 33% was given for the assessment. There are no pass/fail levels, rather the assessment identifies good practice and areas of improvement. As noted, the scoring ensures compliance with the conditions of the grant. The scoring was noted by Scotland Excel to be consistent with Housing Associations of comparative size who have similar procurement operations and outputs. The scoring matrix is used for RSLs of all sizes, and therefore it is not practically possible in some areas to achieve a higher mark because of the procurement approaches and skills required for this in the Association.

The CIPP found that the Association had really embraced the need for good procurement and highlighted examples of robust procurement practices across the whole Association during the assessment. The best examples included comprehensive policies and procedures, KPI's, collaboration and career development.

The CIPP identified four areas for improvement which will feed into the current and future Procurement Strategy action plan (see Section 4.0)

4.0 Procurement & Value for Money Strategy

A Procurement & Value for Money Strategy was approved in August 2023. This Strategy was for the three years to August 2026. There is no requirement for an organisation to prepare a completely new procurement strategy each year.

That said, there is a requirement in the Procurement Reform (Scotland) Act 2014 that an organisation must review its Procurement Strategy annually and make such revisions as it considers appropriate for the purposes of the Act.

A review of the Strategy was undertaken and the only proposed key changes are to the Action Plan in Appendix 2 of the Strategy. This is updating the Action Plan from 2023/24 to 2024/25. Progress against the actions from the 2023/24 are covered in the **Annual Procurement Report Document**.

The revised action plan is included in the **Procurement Strategy Document**. The Action Plan has been created from rolled over 2023/24 actions, recommendations from the CIPP and building up a stronger procurement offering, in line with the Strategy ambitions.

A minor narrative change in the strategy at Section 4.10 has been made to reference the CIPP (see section 3) instead of the PCIP.

5.0 Considerations Going Forward

A Procurement Strategy was developed in 2023 as ELHA had ambitions to develop new housing stock which meant the estimated value of regulated procurement spend was expected to exceed £5million or more in the short to medium term and required a strategy to be developed.

Since then, due to cuts in grant funding, it is uncertain as to what the new build programme looks like. In addition, following discussions with Scotland Excel, it is uncertain if spend in relation to s75, off the shelf home purchases, are categorised as regulated procurement spend. What this means is that ELHA spend could fall below the £5m requirement to prepare a Strategy and Annual Procurement Report.

The Scottish Government do however note that if an organisation's spend is less than £5 million, it is encouraged to prepare and publish a Procurement Strategy. There is no proposal at present to stop updating this Strategy as there is value in doing this to ensure continued procurement improvement for future CIPPs assessment as part of grant funding conditions.

From a risk perspective, given the low level of regulated procurement, the risk is low and manageable through current practices.

To align the Procurement Strategy Action Plan to each Business Plan year, the Procurement Strategy will next be reviewed in March 2025 to set the action plan for the next financial year.

6.0 Previous Reports to Management Committee

Previous reports relevant to this topic are as follows:

Report	Agenda Item	Date
Procurement Strategy	4.5	24 August 2023

Recommendation

The Management Committee are asked to approve the Annual Report and the updated Action Plan for the Procurement & Value for Money Strategy.

GROUP STRATEGY

Appendix 2

TASK	ASSIGNED TO	PROGRESS	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
All spend that can be positively influenced by procurement activity has a corresponding contract.										
Full contracts database maintained and monitored on a monthly basis to ensure all spends >£2k per annum and a responsible individual.	DoF&CS									
Full contracts database monitored on a monthly basis to ensure supplier meetings are being held, in line with the contracts management policy, and contract KPI's being monitored.	DoF&CS									
Tendering timetable for 2025/26 and beyond put in place.	DoF&CS									
All procurement activity complies with statutory and regulatory requirements and is supported by a detailed technical specification of our purchasing requirements.										
Continue to review contracts to ensure compliance with statutory and regulatory compliance	DoF&CS									

TASK	ASSIGNED TO	PROGRESS	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Training to be delivered to staff involved in purchasing goods and services to ensure understanding and compliance with revised Procurement policy and procedure.	DoF&CS		█	█	█	█	█	█	█	█
All relevant contracts are arranged to include sustainable procurement requirements.										
Create a new field against supplier spend report to identify if SME or Third sector org.	DoF&CS		█	█	█	█	█	█	█	█
Populate suppliers records where spend is >£10k per annum with SME or Third Sector information.	DoF&CS		█	█	█	█	█	█	█	█
All staff trained to be able to carry out a regulated procurement activity.										
Staff to be trained on revised procurement policy and procedure in line with the requirements of their role.	DoF&CS		█	█	█	█	█	█	█	█
Role profiles to be revised to include section on procurement responsibilities.	DoF&CS		█	█	█	█	█	█	█	█

Procurement & Value for Money Policy Review

Report by Gary Alison, Director of Finance & Corporate Services – for Approval

1.0 Introduction

The Procurement & Value for Money Policy outlines the Association's approach to the procurement of goods, services and works.

The Policy was last reviewed in August 2021. It was next due for review in August 2026, however as part of the Procurement Strategy Action Plan for 2023/24 (see **Agenda Item 4.2**), the Policy was to be revised to include requirements to create a Procurement Project Plan for regulated procurement activities that incorporates the Sustainable Procurement Requirements.

In addition, to this, the Policy has been amended further to incorporate changes in organisational and procurement practice since its last review in 2021.

The revised **Policy Document** is attached to this report.

2.0 Summary of Proposed Changes

As noted at **Agenda Item 4.2**, the current Policy from August 2021 and the proposed changes (noted below) to this Policy were considered as part of the Continuous Improvement Programme for Procurement (CIPP). This Improvement Programme review reported robust procurement practices across the whole association and confirmed that policies and procedures were robust.

The key changes proposed to the policy are as follows:

Section	Changes
Section 1.0	Overview narrative changed from anticipating producing a Procurement Strategy to one being completed.
Section 4.0	Included reference to the Contract Management Policy.
Section 5.0, 6.0, 7.0, 9.1 – Procurement values	Updated to 2024 values. Note under the Regulations the previous value was assumed to be ex-VAT, the value has been increased but now includes VAT so the ex-VAT figure have been included in the policy.
Section 5.0	Additional narrative included to require staff to document the reason how the contract value was calculated, and procurement route chosen.

Section	Changes
	<p>This links to Ambition 2 of the Strategy and demonstrates that the Association has considered the value of the contract which will determine the route to procurement that needs to be taken.</p> <p>A link to the Scottish Government’s Procurement Journey has been included as a useful reference tool for staff.</p> <p>Additional narrative included to note that where there is any procurement activity in relation to the Regulations or the Act, the Association will normally appoint a consultant to support this procurement (at present) as there is not sufficient expertise in house.</p>
Section 7.1.1	<p>As an Annual Procurement Strategy is now being prepared, narrative is included on who will prepare the Procurement Strategy, along with annual report, and what the content of these documents will be.</p> <p>Narrative added in to reference where contracts should be stored. This links to Ambition 1 of the Strategy in ensuring that spend has an associated contract.</p> <p>Narrative added in about contract review meetings and KPIs monitored as part of the Contract Management Policy.</p> <p>Narrative added in to note that community benefits will not be sought for contract values below £4m. If any contract exceeds this, the policy notes the types of benefits to be sought.</p> <p>Seven other non statutory duties are included to strengthen procurement approach around:</p> <ol style="list-style-type: none"> 1. Tenant engagement 2. Health & Safety 3. Living Wage - links to living wage accreditation requirements 4. Insurance 5. T&Cs 6. Ensuring all suppliers and contractors within the supply chain have an Equal Opportunities Policy and Complaints Procedure, or that they agree to follow ELHA’s policies / procedures in these areas.

Section	Changes
	<p>This came out of the Equalities Audit and seeks to address the recommendation to review the procurement policy and procedures to reflect that prospective contractors must have appropriate equality and diversity arrangements in place otherwise they must agree to adopt ELHA’s policy.</p> <p>7. Suppliers signing up to ELHA’s data sharing agreement.</p> <p>These link to Ambition 3 of the procurement strategy around improving sustainable procurement.</p>
<p>Section 8.0 - Selection & Award Criteria</p>	<p>New section added in that as part of a regulated contract tender ELHA must:</p> <ul style="list-style-type: none"> • Get three years of accounts to assess (where applicable) • The standard approach to price / quality split • Health & Safety requirements in supplier selections <p>It notes what marks should be allocated to the quality assessment for added value and community benefit (where applicable).</p>
<p>Section 9.0 – Unregulated Procurement</p>	<p>Included narrative around requirements to ensure suppliers meets H&S requirements, equal opportunities, complaints procedures, data sharing and pays living wage.</p> <p>Narrative added in that if no formal contract in place a Service Level Agreement should be put in place.</p>
<p>Section 10 – Frameworks</p>	<p>Narrative added for governing body approval required if ELHA wanted to set up its own framework.</p> <p>Narrative added on why ELHA would use a framework.</p>
<p>Section 13.0 – Specifications</p>	<p>New section added in around specifications is linked to Ambition 2 in the Procurement Strategy.</p> <p>Developing an exact specification is key to ensuring the Association gets what it is looking for.</p>
<p>Section 14.0 – Procurement Project Plan</p>	<p>New section added in around proposal that for any regulated tenders (>£50k) that a project plan is introduced.</p>

Section	Changes
	<p>This will set out the scope of the tender, specification, KPIs, risk, timescales etc. It will also cover lessons learnt and whole life costs cycles which was a recommendation from CIPP.</p> <p>This links to Ambition 3 in the Procurement Strategy.</p>
Section 15.0 – Open and Evaluate Tenders	New section added in for opening and evaluating tenders and the approach to this.
Section 16.0 – Staff Training and Development	New section added in to reference approach to staff training in relation to procurement. Links to Ambition 4 in the Strategy.
Section 17.0 – Invoicing	New section added in to link to the narrative in the Procurement Strategy about prompt supply chain payment.

Recommendation

The Management Committee is asked to approve the revised Procurement & Value for Money Policy.

ELHA POLICY

Date Issued	May 2021
Last Reviewed	August 2024
Department	Corporate
Title	Procurement & Value for Money Policy
Objective	To describe the Association's approach to the procurement of goods, services and works
Responsible	Management Committee
Next Review Date	August 2026

1.0 Overview

This Policy sets out the approach we will follow when procuring contracts for the supply of services, the supply of goods and materials and / or the execution of works.

This Policy has been created to help deliver the ambitions set out within the Procurement Strategy. All procurement activity undertaken must have regard to the terms of our Procurement Strategy and the values, objectives and goals set out in it.

This Policy must be interpreted in accordance with fundamental general principles of equal treatment, non-discrimination, transparency and proportionality.

This Policy is subject to the over-riding provisions of United Kingdom and / or Scottish legislation. It is also subject to any UK Government or Scottish Government guidance on public procurement that may be issued from time to time.

All our employees shall comply with the terms of this Policy. Failure by any employee to comply with the terms of this Policy may result in disciplinary action.

This Policy may be suspended either in whole or in part by a decision of the Management Committee in respect of the proposed award of any contract, provided there are special circumstances justifying the suspension. Any query regarding the application or interpretation of this Policy should be made in the first instance to the Chief Executive.

2.0 Aims of Policy

This Policy aims to ensure:

- We maximise Value for Money when procuring contracts
- That all procurement is in line with our Entitlements, Payments and Benefits Policy

- That the expectations of tenants, staff, colleagues and other key stakeholders are met
- We make best use of the commissioning process and that there is sufficient flexibility to ensure expenditure can be increased and decreased as necessary within the financial year

3.0 Legal Framework

We will comply with all legal and regulatory requirements governing procurement when procuring contracts including:

- The Procurement Reform (Scotland) Act 2014
- The Public Contracts (Scotland) Regulations 2015

4.0 Related Policies and Procedures

This Policy should be read in conjunction with the following policies and procedures:

- Procurement Strategy
- Financial Regulations
- Standing Orders
- Entitlements, Payments and Benefits Policy
- Authorisation and Standard Charges and Allowances Policy
- Fraud and Theft Policy
- Anti Bribery and Corruption Policy
- Contract Management Policy

In the event of any conflict or inconsistency between the terms of this Policy and any provisions in any of the above policies relating to public procurement of contracts, this Policy shall take precedence.

5.0 Overview of Procurement Procedures

When procuring contracts for goods, services or works, we must comply with the Public Contracts (Scotland) Regulations 2015 (“the Regulations”) and the Procurement Reform (Scotland) Act 2014 (“the Act”).

We are subject to a two-tier procurement regime, in terms of which the Regulations will apply to contracts with a value which meets or exceeds the relevant UK thresholds, and the Act will apply to contracts with a value below such UK thresholds but with a value which is equal to or greater than the thresholds set out in the Act).

The UK procurement thresholds values change every two years and the table below lists updated contract value thresholds that Contracting Authorities (Housing Associations) must follow for all UK procurement procedures from 1 January 2024. More information can be found on Scottish Government website.

Contracting Authorities	Public Contracts Type	New Threshold (net of VAT @ 20%) at 1 January 2024
Central government bodies	Supplies or Services	£116,407
Other contracting authorities (e.g. HA, RSL, LA etc)	Supplies or Services	£179,087
All Contracting Authorities	Works	£4,477,174
	Small lots / Supplies or Services	£58,982
	Small lots / Works	£737,267

5.1 Scottish Procurement Thresholds

Contracting Authorities	Public Contract Type	Threshold (net of VAT) at 1 January 2024
All Contracting Authorities	Supplies or Services	£50,000
	Works	£2,000,000

The procedure for the award of any contract depends upon the estimated value of that contract. The relevant threshold values and the associated Procurement Procedure that must be applied are detailed in the table below.

All values are exclusive of VAT and relate to the full life of the contract (including any potential extensions or renewals).

Contract Type	Contract Value (net of VAT, as at 1 January 2024)	Procurement Procedure
Works	£4,477,174 and above	OJUK Procedure under the 2015 Regulations – please refer to Section 6
Supplies / Services	£179,087 and above	OJUK Procedure under the 2015 Regulations – please refer to Section 6

Contract Type	Contract Value (net of VAT, as at 1 January 2024)	Procurement Procedure
Works	£2,000,000 to £4,477,174	Regulated procurement under the 2014 Act – please refer to Section 7
Supplies / Services	£50,000 to £179,087	Regulated procurement under the 2014 Act – please refer to Section 7
Works / Supplies / Services	Up to £50,000 (Supplies/Services) or £2,000,000 (Works)	Unregulated procurement – please refer to Section 8

The prescribed threshold values set out in the above table will be automatically revised in accordance with any subsequent amendment to the threshold values set by the UK for supply, services or works contracts (the next amendment being due to take effect from 1 January 2026).

All other financial limits specified in this Policy shall be subject to review from time to time.

The procedure for the award of any contract depends upon the estimated value of that contract. The relevant threshold values and the associated procurement procedure that must be applied are detailed in the procurement procedure document.

The route chosen will be clearly documented by staff and a record retained as to how the value of the contract and route selected were chosen.

Support for all procurement activities can be found via the Scottish Governments Procurement journey; <https://www.procurementjourney.scot/node>

The Procurement Journey is intended to support all levels of procurement activities and to help manage the expectations of stakeholders, customers and suppliers alike and facilitates best practice and consistency across the Scottish public sector.

Where we undertake any procurement activity in relation to the Regulations or the Act, we will bring in a procurement consultant to support this exercise, recognising that we do not have this expertise in house.

6.0 Regulated Procurements under the Public Contracts (Scotland) Regulations 2015

6.1 Overview of the Regulations

The Regulations apply to the following types of contract:

- Contracts for goods or services with an estimated value of £179,087 (excluding VAT) or more

- Contracts for works with an estimated value of £4,477,174 (excluding VAT) or more
- Contracts for certain health, social and other services with an estimated value of £552,950 (excluding VAT) or more

The above types of contract must be advertised in the UK e-notification service / Official Journal (OJUK) and publicly procured in accordance with one of the defined procedures set out in the Regulations, which will include a formal standstill period before a contract can be entered into with the successful tenderer.

Certain categories of services are exempt from the full terms of the Regulations. In addition, certain contracting arrangements are exempt from the terms of the Regulations and such arrangements do not need to be publicly procured.

Any procurement which is subject to the terms of the Regulations must comply with general principles of:

- Transparency – contract procedures must be transparent and contract opportunities should be publicised
- Equal treatment and non-discrimination – potential suppliers must be treated equally
- Proportionality – procurement procedures and decisions must be proportionate
- Mutual recognition – giving equal validity to qualifications and standards from other Member States, where appropriate.

We will award contracts under the Regulations on the basis of the "*Most Economically Advantageous Tender*" (MEAT). The MEAT means the tender offer that is most economically advantageous to us having regard to the subject matter of the contract and including matters such as:

- Quality
- Price
- Technical merit
- Aesthetic and functional characteristics
- Environmental characteristics
- Running costs
- Cost effectiveness
- After-sales service

- Technical assistance
- Delivery date
- Delivery period or period of completion

(All as may be considered appropriate in relation to any particular contract).

We will not award contracts which are subject to the Regulations on the basis of lowest price only, they will be awarded on a mix of price and quality. We will not artificially split (de-aggregate) requirements under the Regulations to avoid the application of the Act and/or the Regulations (e.g. a single requirement for services with a value of £200,000 cannot be the subject of two separate contracts of £100,000 each).

Where a proposed contract is “mixed”, e.g. if it contains both works and services / supplies or services and supplies, we will classify it according to the main subject of the contract and then the largest subject value (i.e. supply and fit 50 new kitchens, main subject is the supply then the fit of the kitchens). If, for example, the estimated value of the kitchen supply is £1,200 and the fit (works) cost is £1,000 then the main subject and higher value is the supply then the contract is a Supply. This approach will be followed for all contracts.

If the mixed contract comprises both services and supplies, or services covered by both the main regime, the main subject of the contract is determined by reference to which part of the contract has the greater value.

6.2 Procurement of contracts under the Regulations

An overview of each of the most relevant procedures under the Regulations is set out in this Section of the Policy.

Each of these procedures is subject to certain minimum timescales.

In relation to all procedures under the Regulations:

We will place a specific tender notice in the supplement to the OJUK, via Public Contracts Scotland, and will consider whether it would be appropriate to also advertise in a suitable professional / trade journal or the press.

Following the contract award decision, we will notify the successful and unsuccessful bidders of the contract award decision. Unsuccessful bidders must be given information on the scores they obtained, the reasons why they obtained those scores and the “*characteristics and relative advantages*” of the successful bidder’s tender submission compared to their own tender submission as follows:

- A mandatory “standstill” period must be observed between the date of the notices informing tenderers of the outcome of the procedure and awarding the contract

- If Contract Award Notices are issued electronically, then the standstill period starts on the day after the date of issue of the contract award notices and ends at midnight on the tenth day from that day
- If Contract Award Notices are issued by post, then the standstill period starts on the day after the date of issue of the contract award notices and ends at midnight on the fifteenth day from that day
- If the last day of the standstill period is not a working day, then the standstill period must be extended to include the next working day, for example, if the ten or fifteen-day standstill period ends on a Saturday, then the period must be extended until the next Monday
- Once the applicable standstill period has expired, we may enter into a contract with the successful tenderer
- Following completion of the tender procedure, we must publish a contract award notice in the OJUK, via the Public Contracts Scotland website
- Any complaint about, or challenge to a contract award we make, or any situation which could be reasonably expected to lead to such a complaint or challenge, must be notified to the member of our staff leading the procurement

6.3 Procurement Procedures under the Regulations

6.3.1 Open Procedure

The Open Procedure is a single stage procedure in terms of which all interested parties may submit a tender in response to the contract advertisement. There is no separate pre-qualification stage in the Open Procedure, although tenderers will be required to complete a document known as a Single Procurement Document (SPD) as part of their tender submission.

Use of the SPD under the Open Procedure

The SPD is a standard-form document, which will include a range of mandatory and discretionary grounds for exclusion. Bidders will need to confirm in their completed SPD that none of the mandatory and discretionary grounds for exclusion applies to them and / or their organisation.

The SPD may also include a number of “pass / fail” questions or questions in relation to which a minimum score must be achieved. Bidders will be required to achieve a “pass” or the minimum score in relation to these questions in order for their tender to be fully evaluated by us.

The SPD has replaced the requirement for suppliers to provide up-front evidence or certificates by allowing them to self-declare that they meet certain selection and exclusion criteria.

Bidders will be asked to provide proof that they meet the mandatory minimum criteria at a later stage in the tender process or they can be asked to provide the evidence at the SPD selection stage.

By law, a winning bidder has to submit all of the required certificates and documentation, before they are awarded a contract. We can ask bidders to submit their evidence at any point in the procurement process, if this is necessary to ensure that the process is carried out properly.

In an open, or one-stage, procedure, we will ask the successful bidder to provide their supporting evidence at the point of contract award but before any contract is entered into, if this has not already been requested with the SPD.

If, following review of supporting evidence submitted by a successful bidder, we find a bidder to have misrepresented itself, we will need to consider the following:

- If we identify that a bidder is actually in one of the situations which is a mandatory ground for exclusion, or if it does not meet one of the minimum selection criteria, then we **must** exclude that bidder from the competition (depending on the nature and stage of the competition, that may mean either that we proceed without that bidder, or that competition should be re-evaluated without that bidder's tender)
- If we identify that a bidder is in one of the situations which is a discretionary ground for exclusion, then we will need to consider whether or not to exclude that bidder (the decision to exclude must be made in line with the general principles of transparency, proportionality, equality of treatment and non-discrimination)
- If the issue is more administrative in nature (for example, mistakes in providing the required documentation), then we will have the option of inviting the bidder to supplement or clarify the documentation provided

Clarification of tenders under the Open Procedure

Under the Open Procedure, we can ask tenderers to clarify aspects of their tenders following submission (SPD, Quality and Price). However, material changes to the terms of tenders are not permitted and we may not negotiate with tenderers after submission of tender responses.

6.3.2 Restricted Procedure

The Restricted Procedure is a two-stage procedure in terms of which all interested parties may submit an expression of interest in response to the contract advertisement.

We then issue an SPD to interested parties and follow a pre-qualification stage – only those candidates which meet our selection criteria (as set out in the SPD) will be short-listed and invited to the tender stage of the process.

We must invite a minimum of five suppliers to tender unless fewer suitable candidates have met the selection criteria and these are sufficient to ensure genuine competition.

Use of the SPD under the Restricted Procedure

The SPD is a standard-form document, which will include a range of mandatory and discretionary grounds for exclusion. Bidders will need to confirm in their completed SPD that none of the mandatory and discretionary grounds for exclusion applies to them and / or their organisation.

The SPD may also include a number of “pass / fail” questions or questions in relation to which a minimum score must be achieved and bidders will be required to achieve a “pass” or the minimum score in relation to these questions in order for their tender to be fully evaluated by us.

The SPD has replaced the requirement for suppliers to provide up-front evidence or certificates by allowing them to self-declare that they meet certain selection and exclusion criteria. We will ask bidders to provide proof that they meet the mandatory minimum criteria at a later stage in the tender process or to provide the evidence at the SPD selection stage.

By law, a winning bidder must submit all of the required certificates and documentation, before they are awarded a contract. We can ask bidders to submit their evidence at any point in the procurement process, if this is necessary to ensure that the process is carried out properly.

In a restricted, or two-stage, procedure, we will ask the successful bidder to provide their supporting evidence at the point of contract award but before any contract is entered into, if this has not already been requested with the evidence in the SPD.

If, following a review of the supporting evidence submitted by a successful bidder, we found that the bidder has misrepresented itself, we will need to consider the following:

- If we identify that a bidder is in one of the situations which is a mandatory ground for exclusion, or if it does not meet one of the minimum selection criteria, then we **must** exclude that bidder from the competition (depending on the nature and stage of the competition, that may mean either that it proceeds without that bidder, or that competition should be re-evaluated without that bidder's tender)
- If we identify that a bidder is in one of the situations which is a discretionary ground for exclusion, then we will need to consider whether or not to exclude that bidder (the decision to exclude must be made in line with the general principles of transparency, proportionality, equality of treatment and non-discrimination)
- If the issue is more administrative in nature (for example, mistakes in providing the documentation), then we will have the option of inviting the bidder to supplement or clarify the documentation provided

Clarification of tenders under the Restricted Procedure

We can ask tenderers to clarify aspects of their tenders following submission (SPD, Quality and Price) similar to the Open Procedure but we cannot make, material changes to the terms of tenders and we may not negotiate with tenderers after submission of tender responses.

6.3.3 Competitive Dialogue Procedure

The Competitive Dialogue Procedure is suitable for more complex and / or high value procurements. Interested parties can submit an expression of interest in response to the Contract Notice.

We may then carry out a short-listing exercise (using an SPD) and only those meeting our selection criteria will be invited to dialogue.

We must invite a minimum of three suppliers to dialogue unless fewer candidates have met the selection criteria and these are sufficient to ensure genuine competition, that is, at least two.

We then enter into a dialogue with bidders to develop one or more suitable solutions to meet our needs. There is no set format that the dialogue must follow, it will usually consist of a series of meetings with each tenderer with each meeting focusing on different aspects of the procurement, for example: financial, technical and legal.

However, whichever format is used, we should be careful to ensure that all tenderers are treated equally and are given the same opportunities to access relevant information.

During the course of the dialogue we are able to reduce the number of bidders provided that we confirm we intend to do so in the Contract Notice or Invitation to Participate in Dialogue. If we choose to down select, we should ensure that at least two tenderers remain in the dialogue until it concludes.

When an appropriate solution has been identified, we will conclude the dialogue phase and invite final tenders. We may require all final tenders to be based on one solution identified during the course of the dialogue or allow each tenderer to submit a bespoke final tender.

Following receipt of final tenders, we evaluate the tenders and select the best tender based on pre-specified award criteria.

Under the Regulations, Contracting Authorities may carry out further negotiations with the highest-scoring bidder, following an evaluation of the final tenders “to confirm financial commitments or other terms contained in the tender in order to finalise the terms of the contract”, as long as this does not materially change the essential aspects of the procurement or risk distorting competition or causing discrimination.

6.3.4 Competitive with Negotiation Procedure

The Competitive with Negotiation Procedure is suitable for more complex and / or high value procurements.

This procedure is a “hybrid” procedure because, as with the Restricted Procedure, it allows us to award a contract on the basis of an initial tender.

However, like the Competitive Dialogue Procedure, it also enables us to negotiate with tenderers who submitted an initial tender, and any subsequent tenders, until we decide to conclude those negotiations. There is no limit to the number of negotiation and tender stages.

Once we are satisfied that we have completed our negotiation exercise with each bidder, we must formally close the negotiation phase and invite final tender submissions.

Final tenders are then submitted and evaluated, and the contract is awarded.

Unlike the Competitive Dialogue Procedure, the Regulations do not provide for any clarification or negotiation of the final tenders or the winning tender.

7.0 Regulated Procurements under the Procurement Reform (Scotland) Act 2014

7.1 Overview of the Act

We will comply with The Act as it applies to the following types of contract:

- Contracts for goods or services with an estimated value of between £50,000 and £179,087 (excluding VAT)
- Contracts for works with an estimated value of between £2,000,000 and £4,477,174 (excluding VAT)

Such contracts must be advertised on the Public Contracts Scotland website and publicly procured in accordance with the terms of the Act, which imposes general obligations on Contracting Authorities to treat economic operators equally and without discrimination and to act in a transparent and proportionate manner.

Any procurement which is subject to the terms of the Act must comply with general principles of:

- Transparency – contract procedures must be transparent and contract opportunities should generally be publicised
- Equal treatment and non-discrimination – potential suppliers must be treated equally
- Proportionality – procurement procedures and decisions must be proportionate

Requirements under the Act cannot be artificially split (de-aggregation) to avoid the application of the Act (e.g. a single requirement for services with a value of £50,000 cannot be the subject of two separate contracts of £25,000 each).

Where a proposed contract is “mixed”, e.g. if it contains both works and services / supplies or services and supplies, it should be classified according to the main subject of the contract and then the largest subject value. For example, in the supply and fit of 50 new kitchens, the main subject is the supply then the fit of the kitchens. The estimated value of the kitchen supply is £1,200 and the fit (works) cost is £1,000 then the main subject and higher value is the supply, then the contract is a Supply. This should be followed for all contracts.

7.1.1 Specific Statutory Duties under the Act

There are a number of specific statutory duties under the Act which will apply to the procurement of any contracts which are subject to the terms of the Act or the Regulations.

The principal statutory duties under the Act are as follows:

The Sustainable Procurement Duty

We must consider, before starting a procurement competition, how, by the way in which we conduct the procurement process, we might improve the economic, social and environmental well-being of our area, how we might facilitate the involvement of small and medium enterprises, third sector bodies and supported businesses and to consider how we can promote innovation.

Having considered and identified how these aims might be achieved, the Act requires us to conduct our procurement in a way designed to secure the improvements identified.

Annual Procurement Strategy

The Act requires us to prepare and publish an Annual Procurement Strategy for each year in which we consider our total expenditure on Regulated Procurements will exceed £5,000,000.

Due to ambitions to develop new housing stock an Annual Procurement Strategy will be produced. This strategy follows the layout as set out in the Procurement journey and complies with all relevant legislation.

As part of producing an Annual Strategy we must also prepare an Annual Procurement Report. The report will include:

- A summary of the regulated procurements that have been completed during the year covered by the report
- A review of whether those procurements complied with the organisation’s procurement strategy

- The extent to which any regulated procurements did not comply, and a statement detailing how the organisation will ensure that future regulated procurements do comply
- A summary of community benefit requirements imposed as part of a regulated procurement that were fulfilled during the year covered by the report
- A summary of any steps taken to facilitate the involvement of supported businesses in regulated procurements during the report period
- A summary of regulated procurements expected to commence in the next two financial years

Although there is no deemed date for submission on the Annual Report, we will strive to report this as soon as practically possible after the financial year end.

The Director of Finance and Corporate Services is responsible for the Annual Procurement Strategy and Annual Procurement Report.

Contracts Register

We must keep and maintain a Contracts Register which must include details of all contracts entered into by us following a Regulated Procurement under the Act. In relation to each contract, the Contracts Register must contain the following information:

- The date of award
- The name of the successful contractor
- The subject matter of the contract
- The estimated value of the contract
- The start date of the contract
- The end date provided for in the contract (disregarding any option to extend the contract) or, where there is no date specified, a description of the circumstances in which the contract will end
- The duration of any period for which the contract can be extended

We may delete an entry in our Contracts Register only after the contract to which it relates has expired or been terminated.

We will make the information contained in our contracts register publicly available on the internet via PCS and by such other means as we consider appropriate.

We may withhold an entry or part of an entry in the Contracts Register if we consider that making it publicly available would:

- Impede law enforcement or otherwise be contrary to the public interest
- Prejudice the commercial interests of any person
- Prejudice fair competition between economic operators

We will hold all our contracts in a designated folder - J:\Corporate\Key Information\Contracts, Licenses and Agreements

This is available for anyone in the organisation to view (unless sensitive information is contained in which case the contract will sit with the Policy Champion).

As part of the contract register regular supplier review meetings will be noted and monitored to ensure contract KPI's are being adhered to and where not, ensure action is being taken to address this.

Community Benefit Requirements

The Act requires that, for any Regulated Procurement with an estimated value equal to or greater than £4,000,000 (excluding VAT), we must consider whether to impose Community Benefit Requirements as part of the contract delivery before carrying out the procurement. ELHA will not seek community benefits in any contracts below the £4,000,000 threshold set out in the act.

We must include in the Contract Notice relative to the procurement a summary of the Community Benefit Requirements it intends to impose or, if it is not going to include any community benefit requirements, or where applicable, the reasons for not including any such requirements.

Where we are requiring community benefits, The procedural document supporting this policy provides an example of how this will be carried out. Some of the key community benefits we seek are;

- Employment/Apprenticeship opportunities
- Sponsorships of local events
- Mentoring opportunities
- Financial support for community properties
- Support for local projects

Other Non-Statutory Duties

Although not a requirement of the Act or the Regulations we impose other duties which must be adhered to with regards to regulated procurement;

- We must consult and engage with tenants where they will be directly or indirectly affected by the procurement being undertaken

- All contractors and sub-contractors must comply with and show evidence of compliance with Health and Safety at Work Act 1974 and any provision made under the Act. Compliance must form part of the quality assessment when assessing a tender – see Section 8 (where the contractor is for property repairs we will only accept tenders if they are CHAS registered or a similar scheme, for example, Construction Line)
- The payment of a Living Wage to persons involved in producing, providing or constructing the subject matter of the procurement
- The supplier must have the adequate level of insurance cover for the goods/services/works being procured. The expected levels for particular purchases are included in the procedure document to this policy
- Our Terms and Conditions must be issued to the supplier at the beginning of the procurement activity
- We must ask for a copy of their equal opportunities policy and complaints procedure or advise the supplier would have to accept ours
- Suppliers must sign up to our data sharing agreement (where applicable).

7.2 Procurement Procedures under the Act

There are no specific prescribed procurement procedures or timescales under the Act but we may, if appropriate, use any one of the procurement procedures under the Regulations described in Section 5 of this Policy for procuring contracts which are subject to the terms of the Act.

In relation to advertising of contract opportunities which are subject to the terms of the Act, the Contract Notice, Tender Documentation and Contract Documentation must be published on the Public Contracts Scotland website.

Tenderers should be advised to submit any clarifications through the Public Contracts Scotland website, and these clarifications and answers will be available to all bidders to ensure transparency and anonymity.

Tenderers will be advised to only submit their tender submissions through the Public Contracts Scotland website.

Any complaint about, or challenge to, our contract award procedure or any situation which could be reasonably expected to lead to such a complaint or challenge must be notified to the staff member leading the procurement.

8.0 Selection & Award Criteria – Contracts Under the Regulation & Act

In addition to the selection and award criteria noted in sections 6 & 7, all bidders should be asked for the last three years annual accounts (if available).

These should be passed to the Director of Finance and Corporate Services to ensure that all companies have sufficient financial capacity to undertake the contract. This financial assessment is not deemed necessary for unregulated spends (section 9).

The award criteria will be based on a mix of qualitative and cost criteria. This policy is unable to define the percentage mix of this as it will vary from purchase to purchase. As a rule of thumb, we would aim to score the award criteria section 60% on the quality of the tender and 40% on the price.

In selecting suppliers, mandatory exclusion grounds should be included on Health and Safety compliance. A supplier must evidence Health and Safety compliance performance over the last three years.

Included within the award criteria, we will always ensure that the supplier's methodology and approach proposal include how they will comply with H&S requirements.

The quality question in relation to the methodology and approach proposed and how these will comply with Health and Safety requirements must always include a weighting that places at least 25% of the quality marks available on this. Health and Safety is vital in tender and ensuring a sufficient amount of appropriate marks is allocated to this will ensure H&S risk is reduced.

As part of quality assessment 10% of the marks should be allocated to community benefits, when this is applicable.

A quality question around added value in terms of promoting innovations and improving the offering should be included as part of the assessment. This should be at least 10% of the marks available.

9.0 Unregulated Procurements – Contracts which are below threshold value

Contracts with an estimated value below the thresholds set out in the Regulations and the Act do not require to be procured in accordance with the terms of the Regulations or the Act but must be procured in accordance with the requirements of this Section of the Policy.

Contracts with an estimated value below the above prescribed thresholds do not need to be advertised in UK or publicly procured in terms of the Regulations but Contracting Authorities must ensure a degree of advertising and follow a procedure leading to the award of the contract which is sufficient to enable open competition and comply with general principles of equal treatment, non-discrimination, transparency and proportionality.

Some of the non-statutory duties in section 7.1.1 must be adhered to when carrying out any unregulated procurement. We must still assess that the supplier complies with Health and Safety legislation, has an equal opportunities and complaints procedure, pays the real living wage on a pass/fail basis and signs up to our data sharing agreement.

Where the contractor is for property repairs, we will only accept tenders if they are CHAS registered or a similar scheme (ie Construction Line). Our staff will run this check themselves as part of the tender process.

In some unregulated procurements a formal contract may not be put in place. Depending on what is being purchased, this may be acceptable, however as a minimum we should ensure a Service Level Agreement is put in place.

9.1 Direct Awards below £25,000

This approach will not be used in relation to any partnership or other contractual document arrangement such as a loan document, approved by Management Committee, and where ELHA can only fulfil its contractual obligations using suppliers specified in the partnership or contractual document.

Where costs are below £25,000 the Chief Executive has Delegated Authority to award contracts for works / services / goods if:

- The Chief Executive considers it is appropriate to make the direct award
- The Management Committee deems there is a requirement for those services to be directly awarded and so instructs the Chief Executive accordingly

However, and in order to achieve Value for Money, due consideration will be given to using the Quick Quote (QQ) facility, where possible.

Management Committee will be asked to approve or homologate any such appointments, depending on the circumstances and timescales involved.

Estimated value of contract	Procedure to be followed
Below £5,000 works and services / supplies*	Work may be authorised within individual officer limits and contractor / supplier may be directly engaged without any form of public procurement exercise. Selection can be based on price only. Two quotes must be obtained.
Between £5,000 and £25,000 works and services / supplies*	Where possible, a minimum of three competitive quotations to be invited via Quick Quote (QQ). Selection can be based on price only.
Between £25,000 and £50,000 works services / supplies*	Where possible, a minimum of three competitive quotations to be invited via Quick Quote (QQ) using standardised documentation and processes (for example, a specification, Quality Document (if appropriate) and return date to be sent to all contractors / suppliers being asked to provide costs). Lowest priced contractor or Most Economically Advantageous Tender (MEAT) should be used and to appoint.
Between £50,000 and £2m works*	Best Practice tender process to be followed with at least three competitive tenders invited via Scottish Contract Notice via PCS tendering procedure. Contractor evaluated as being the (MEAT) to be appointed.

Estimated value of contract	Procedure to be followed
Between £2m and £4,477,174 works and Between £50,000 and £179,087 services / supplies*	Formal Scottish tender process to be followed with at least three / five competitive tenders invited via Scottish Regulated Contract Notice via PCS full tendering procedure. Contractor / supplier evaluated as being the (MEAT) to be appointed.
Over £4,477,174 works and Over £179,087 services / supplies*	Formal OJUK tender process to be followed with at least three / five competitive tenders invited via UK Regulated Contract Notice via PCS full tendering procedure. Contractor / supplier evaluated as being the (MEAT) to be appointed.

* out with any existing Measured Term Contracts (MTC) values that are imbedded within a contract

10.0 Framework Agreements

Rather than conducting a stand-alone procurement procedure in respect of a requirement, we will consider procurement through a framework agreement

A Framework Agreement is an ‘umbrella agreement’ that sets out the terms (particularly relating to price, quality and quantity) under which individual contracts ("call-offs") can be made throughout the period of the agreement (which will be a maximum of four years).

Framework Agreements can be set up for one Contracting Authority to use or can be set up for a number of Contracting Authorities to use. We may set up our own Framework Agreements or we could explore in relation to a particular requirement, whether there is an existing Framework Agreement put in place by another Contracting Authority under which we are entitled to draw down the required supplies, services or works.

Where we set up our own framework agreement (or partnering agreement if using our subsidiary company) the Board must approve this prior to the framework (or partnering agreement) being tendered.

Pre-procured frameworks which we may be able to access include Frameworks established by Buying Solutions, Procurement for Housing and the Scottish and UK Governments.

Framework Agreements are either concluded with a single supplier or with multiple suppliers. Often, Framework Agreements are split into lots.

10.1 Do Framework Agreements need to be Advertised in OJUK?

A call-off is where an individual package of work is awarded to the successful tenderer under the Framework Agreement. If the value of all the potential call-offs under the Framework Agreement is estimated to exceed the UK thresholds, then the Framework Agreement should be advertised in the OJUK. However, if this is not the case, the individual call-offs do not then need to be re-advertised.

Please note that under the Act, Contract Award Notices do require to be published on Public Contracts Scotland in respect of call-off contracts with a value of more than £50,000 for goods or services, or £2 million for works.

10.2 How are call-offs awarded under a Framework Agreement?

If the Framework Agreement is awarded to one provider, then we can simply call-off the requirement from the successful supplier as and when it is needed. Where the Framework is awarded to several suppliers, there are two ways in which call-offs might be made:

- Where the terms laid out in the Framework Agreement are detailed enough for the Purchasing Authority to be able to identify the best supplier for that particular requirement, then the Authority can award the contract without re-opening competition
- If the terms laid out in the Framework Agreement are not specific enough for the Purchasing Authority to be able to identify which supplier could offer them best value for money for that particular requirement, a further mini-competition would be held between all the suppliers on the Framework Agreement who are capable of meeting the need

10.3 Advantages of Framework Agreements

If a Framework Agreement has been properly concluded further to compliant procurement procedure, we do not need to follow the full OJUK procedure in respect of each requirement which is the subject of a call-off, thus reducing costs and timescales. There are also potential benefits of economies of scale.

10.4 Potential Disadvantages of Framework Agreements

Framework Agreements may be relatively unresponsive to change – there may be new suppliers and/or new solutions within the market that were not included when the Framework Agreement was initially set up.

Framework Agreements tend to apply a "one size fits all" approach, which may make it difficult for us to satisfy our own procurement objectives through use of a Framework Agreement which has been procured by a third party and may not have been tailored to our particular requirements.

10.5 Why Would We Consider Using a Framework.

The decision to use a framework should be based on:

- Can our subsidiary company not meet our requirements
- Timescales for requirements – the need to procure goods urgently may necessitate this route
- Where the local supply base cannot meet our demand

- Where the outcome of our own tender would lead to the appointment of a contract on a framework
- Where enough competition exists on a framework between suppliers that would deliver on quality and create a better price
- Where the requirements are specialist in nature.

11.0 Exceptions to the Requirement to Publicly Procure a Contract

There are certain exceptional circumstances in which tenders are not required for the procurement of contracts for supplies, services or works which are above the applicable threshold value under the Regulations or the Act, these are contained both within the PCS Regulations 2015 under Section 33 - *Use of the Negotiated Procedure without Prior Publication* and the for the Reform Act 2014 with the PS Regulations 2016, under Section 6 - *Circumstances in which a contract can be awarded without competition*. These sections consider the following:

- Where no tenders, no suitable tenders, no requests to participate or no suitable requests to participate have been submitted in response to an Open or a Restricted Procedure, provided that the initial conditions of the contract are not substantially altered
- Where the tender may only be awarded to a particular supplier for technical or artistic reasons or where a particular supplier has exclusive rights, including, but not limited to, intellectual property rights, which mean they are the only supplier capable of meeting our requirements
- Where we have already entered into a contract with a supplier and require additional services or works to be supplied which were not included in the original contract but which, through unforeseen circumstances, have become necessary
- Where we want to appoint a supplier with whom we already have a contract to provide new works or services which are a repetition of works or services carried out under the original contract and such new works or services were provided for in the original contract notice
- Where (but only if it is strictly necessary) for reasons of extreme urgency brought about by unforeseeable events, the time limits for one of the standard procurement procedures cannot be complied with

The above exceptions may only be used in limited circumstances and are subject to a range of specific conditions. Our Management Committee must approve any such approach and we may require specific legal advice before proceeding with any such exception.

12.0 Renewals, extensions and changes to existing contracts

A proposed extension, renewal or amendment to an existing contract may be considered equivalent to the award of a new contract if it constitutes a material change.

If a change to an existing contract has the effect of creating a new contract, we may need to undertake a new competitive tender process in accordance with the Regulations or the Act.

Material changes to a contract are those which demonstrate the intention of the parties to renegotiate the essential terms of the original contract. Amendments to a contract may be regarded as “material” where they:

- Introduce conditions which, had they been part of the initial award procedure, would have allowed for the admission of tenders other than those initially admitted, or would have allowed for the acceptance of a tender other than the one initially accepted – in other words, the new conditions would have potentially changed the participants in and / or the outcome of the original procurement process – examples include extensions or price increases
- Extend the scope of the contract considerably to encompass services not initially covered
- Change the "economic balance" in favour of the contractor in a manner not provided for in the terms of the original contract – in other words, we make changes which improve the contractor's position or alter the balance of risk under the contract in favour of the contractor – examples include extensions or price increases or agreeing to renegotiate a contract in a way which relieves a contractor of an obligation

The Regulations restrict our ability to modify publicly procured contracts.

If we are considering modifying any terms of a publicly procured contract, then we must first get approval from our Management Committee and we may obtain appropriate legal advice.

13.0 Specifications – All Purchases

In order to achieve a successful outcome when procuring goods, services or works under any procurement route, we recognise that the key to success is in the specification it produces to meet its requirements.

Prior to any goods, services or works being procured staff will create and develop a detailed specification of what is it they require. This will be achieved by:

- Prior engagement with the supply base where possible
- Incorporating learnings, both positive and negative, from previous and other organisational tender specifications

- Detailed understanding of the area they work in and what it is they are requiring
- If the tender will affect the customer, consult with the customer base in terms of what it is they are looking for

When developing the specification, we will always put the requirements of our tenants at the forefront of its mind.

In relation to Health and Safety the specification must provide a clear methodology that indicates how Health and Safety considerations will be managed during delivery.

Where the procurement directly impacts the tenant, being a service chargeable item, we will discuss directly with the tenants their requirements and capture this within our specification.

This policy is unable to define what customer consultation looks like as it will vary depending on what is being purchased. The overriding principal that should be followed is one on giving the customer choice to the quality and frequency of goods/services/works being procured.

Where the item being procured is service chargeable our policy is that suppliers will be asked to price on a cost per property for work undertaken with travel costs and overhead costs to be separated out.

This will allow us to split these costs equally across all properties receiving the charges to ensure outlying properties are not unfairly charged due to geographical location.

Were the goods, services or works forms part of an existing contract we will make no assessment if TUPE applies. It will be noted in the specification documents that all bidders will make themselves aware of any TUPE liabilities as a result of the contract.

The specification should be linked to the Award Criteria that is to be chosen. The award criteria relate to our specific requirements and must be relevant to the subject matter of the contract and not discriminatory.

14.0 Procurement Project Plan

The tender process should commence at least 12 months prior to any current regulated contract end date.

The Director of Finance & Corporate Services will monitor the contracts register for contracts due to expire and contact the relevant department to start the procurement process.

At the start of any regulated procurement process a project scope will be drafted and circulated to those involved and will include;

- What are we expecting to achieve – clear set of objectives
- What the success criteria of the tender is

- Identifying things which may get in the way of the success of the tender
- Identified and assessed risks; things that may go wrong, how likely are they are to go wrong, what will be done to minimise the risk and what contingency plans will be put in place (ie suppliers in place to maintain service during transition)
- Who needs to be involved and what tasks they will complete – including if customers need involved
- The timing of issuing the tender to ensure maximum number of bids.

The above project scope will be drafted by the person managing the contract (the contract administrator) supported, reviewed and signed off by the Contract Owner.

This will then be circulated to all those involved in the project and signed off by each team member.

Once this is done project plans will be developed by the project lead. The work required will be broken down into manageable chunks and divided up into mini projects or work streams, all with clear SMART objectives.

The project plan will contain time frames and determine the critical path, which activities must be completed before other activities can start to ensure the project can be completed on time.

If consideration is being made of bringing the contract in house this should be made at the outset with the pros and cons assessed and agreed with SMT at the outset of the project.

KPI's for the contract should be agreed by the team. The contract management policy sets out example KPIs along with frequencies of review meetings.

Where the procurement is a regulated procurement activity the project scope and plan should go to the board for approval and detail the rationale behind the procurement approach.

The procedure document to this policy supports the project management of the tender.

The Director of Finance & Corporate Services will support the procurement process by ensuring compliance with this policy. They will also form part of the group assessing the tender returns for regulated procurement.

If any members of the project group change during the process it won't be assumed that new member will understand what has went previously and as such all new members should be fully briefed.

Staff involved as part of a project team are committed to the following;

- Following this policy
- Completing tasks by agreed deadlines

- Take ownership and accountability for the project both for their individual parts and for the project as a whole

For all regulated procurement activity, a recommendation for contract award regarding the outcome of the tender is made to the next Management Committee.

A project debrief will always be undertaken at the end of the tender and best practice and areas for improvement recorded and shared with the Policy Champion.

Use of Consultants

As the organisation goes through a period of assessing the skill set of its procurement capabilities it may be necessary to engage the services of a consultant to support the procurement activity. This assessment will be made at the project scope stage.

A consultant will generally be used in one of two instances;

- Expertise on procurement process
- Expertise on specification and price assessment

Where a consultant is used in the procurement process this will be managed by the project lead.

The consultant used in the process must have procurement experience of the whole process.

Where a consultant is used for specification and price assessment purposes this will be managed by the project lead.

The use of a consultant cannot be defined in the policy but will be recorded as part of the project scope the reasons why and what their remit and the expectation of them will be. It will consider, but is not restricted to, such things as project risk, timescales, availability of internal resource, skill level of internal staff and timescales for delivery.

The selection of a consultant will be on a project by project basis and follow the procurement route depending on the estimated cost of assisting in the project.

The consultant will be given a copy of our project plan and the timescales and the content of the plan will be jointly agreed.

Customer Consultation

The project scope will consider if customer consultation is required in line with this policy.

If customer consultation is required, the project plan will define who will do this and how and when this is done.

Prior to the consultation being carried out the approach to customer consultation should be agreed by the Director whose service line is making the purchase.

A mini project plan for customer consultation will be set up and signed off by the relevant Director.

Support for this will be required from several areas of the business and the project plan will clearly set out who is doing what and when.

15.0 Open and Evaluate Tender

When opening and evaluation a tender we will follow the key principals in maintaining transparency and impartiality throughout the process of tender evaluation.

All our staff will follow the tendering opening procedures as detailed in the procedural document.

All our staff will use our evaluation matrix tool to assess the best value for money based on both the qualitative and financial criteria.

When using a consultant to support the tender process we will expect them to deliver a tender report that provides their recommendation on the outcome of the tender. We must ensure this is specified when appointing a consultant to the tendering process.

Where we deem tenders to be abnormally high/low tenders even after the supplier has been given the opportunity to review their tendered price submission, we should not accept these tender in line with the Act or Regulations.

If tenants are involved in the evaluation process at the end of process the project lead must seek feedback from them in terms of either testimonials or ways we can improve the process going forward.

Feedback on the process and outcomes should be feed back to the Customer Engagement team by the project lead for inclusion in the next customer newsletter.

16.0 Staff Training and Development

The success of the current Procurement and Value for Money Policy and proper implementation of the procedures depend on the knowledge and skills of staff implementing them.

Our Procurement and Value for Money Strategy sets out our commitment to ensure that the skill level of our staff is commensurate with their responsibility.

Annual CPD will be provided to staff involved with the procurement process to ensure their knowledge is in line with current Scottish and EU procurement legislation.

17.0 Invoicing

Once a contract has been agreed or we are making an Ad-Hoc purchase all staff are required to complete a purchase or works order. The purchase or works order should be raised in line with the authorisation limits set out in the Financial Regulations.

The only occasion this is not acceptable is when using a credit card.

When a new contract has been agreed with a new supplier or a new supplier is used for an Ad-Hoc purchase all staff must complete a new supplier form at the outset prior to any purchase to ensure that payment of the invoice can be made by Finance once the invoice has been received.

The bank details provided to Finance for payment will be independently verified by Finance before being processed onto the system.

Where contracts provide for payments to be made by instalments, the relevant Director will be responsible for the keeping of individual accounts to show the financial transaction on each contract together with any other payments and related professional fees.

Payments to contractors on account during a contract shall only be made against a certificate, signed by or on behalf of the Contract Administrator, having regard to the authority levels in the Financial regulations. The certificate shall only be issued following the completion of a properly constituted valuation and will be endorsed by an authorised signatory in accordance with the authority levels.

Subject to the provisions of the contract, in each case every variation shall be authorised in accordance with the authority levels in the Financial Regulations.

Any such variation which causes the contract contingency to be exceeded shall be reported to the appropriate Director as soon as practicable and, where practicable, work or expenditure shall be delayed until authorised by the Chief Executive up to 5% of the contract value or £50,000; over and above this by the Management Committee.

Late payment legislation places a statutory duty on all public bodies to pay commercial debt within 30 days.

So far as reasonably practicable we will make payments no later than 30 days after the invoice relating to the payment is presented.

All tenderers, irrespective of the goods, services or works they supply/provide will be asked to provide a statement on how they support the above requirement, to, where reasonably practicable ensure timely payments to sub contractors and their sub contractors are made. Respective tender documentation will declare any specific requirements, performance measuring, reporting requirements above those which are a statutory requirement.

18.0 Management Committee Role

Our Management Committee approves our overall Procurement Policy and, the Procurement Strategy. It does not have a role as part of any individual tender process, but may approve a project that as part of the process requires a tender to be advertised for works, goods or services, or may have a role in approving the budget for and/or acceptance of a winning tender, depending on the nature of the goods, works or services being procured.

Otherwise, the Management Committee delegates responsibility to the Senior Management Team to ensure that procurement by the Association is undertaken in compliance with this Policy.

19.0 Contracting within the Group

ELHA has a wholly owned repairs and maintenance subsidiary company, R3 Repairs Limited. Given that R3 is a subsidiary company which was set up to meet the Teckal exemption for the purpose of the procurement regulations, ELHA is able to contract directly with R3 on the procurement of repairs and maintenance services.

20.0 Policy Review

The Chief Executive will review this policy every five years or whenever there is a material change in legislation. Any changes required will be submitted to the Management Committee for approval.

Customer Care Policy Review

Report by Karen Barry, Director of Housing – for Approval

1.0 Introduction

The periodic review of the Customer Care Policy is due.

2.0 Proposed Changes

All tenants were invited to participate in the review of the policy, but no interest was received. The Tenant Involvement Group was consulted but did not provide feedback and all department managers met with their Teams to discuss the policy and seek feedback.

Changes required to the policy are generally minor in nature and have been tracked on the **Policy Document** attached to this report. Key changes include:

Section	Comments
3.0, Legal & Regulatory Framework	This has been added to highlight the requirements of the Scottish Social Housing Charter, the legislation and associated policies which affect this policy, bringing it into the same style as all other Service policies.
4.0, Equal Opportunities	Sections 4.1 and 4.2 have been added following the Equality Impact Assessment to highlight the Association's commitment to equal opportunities, and aligning the policy with the Communication Strategy.
5.0, General Principles	Paragraph 5.1 has been amended following the Equality Impact Assessment and highlights the various ways in which we will communicate to meet customer needs.
6.0, Customer Standards	This section has been added to highlight the commitment to customer standards which are set out on eha.com, a copy which has been added at Appendix 1.

7.0, Our Web Office and elha.com	7.2 has been added to clearly explain the Live Help Service. 7.6 has been added to explain the Friends & Family service, following the Equality Impact Assessment.
12.0, Customer Satisfaction	This section has been updated to highlight the new Defect Repair Satisfaction Surveys that have been introduced, following a Tenant Involvement Group Scrutiny project.
13.0, When We Get Things Wrong	13.3 has been added to make it clear how social media complaints will be dealt with, and aligns this with the Communication Strategy.
14.0, Confidentiality and Data Protection	This section has been added to provide clear statements on confidentiality and Data Protection.
15.0, Conflict of Interest	A statement has been added to explain to customers how the Association will deal with a conflict of interest. This addition aligns the policy with the Information and Advice Policy.

3.0 Equality Impact Assessment

Consideration had been given to the Equality & Diversity Policy and an Equality Impact Assessment (EIA) of this Policy has been carried out, with additions made at Sections 4.0, 5.0 and 7.0, as noted above.

EIAs are a regulatory requirement and evidence of the assessment will be provided to the Governing Standards Working Group for consideration and will form part of the Evidence Bank to support the Annual Assurance Statement.

Recommendation

The Management Committee is asked to approve the revised Customer Care Policy.

Date Issued June 2009

Last Reviewed **August 2024**

Department Corporate

Title Customer Care Policy

Objective To ensure that all of our staff and customers are aware of the high standards of service we aim to provide.

Responsible Director of Housing

Next Review Date August ~~2024~~2029

1.0 Introduction

1.1 We are committed to delivering an excellent service to all of our customers.

1.2 This policy sets out our approach to achieving the highest standards of Customer Service and we will use it consistently in the delivery of our services.

1.3 We ~~provide~~will produce detailed procedures for staff to follow and ensure that our staff are trained to deliver an excellent service.

1.3 We will aim to achieve the relevant Scottish Social Housing Charter outcomes, particularly outcome 1 which states “every tenant and other customer has their individual needs recognised, is treated fairly and with respect and receives fair access to housing and housing services”

2.0 Our Customers

2.1 Our customers are all of the people we come into contact with, in the course of our work and include:

- Tenants
- Sharing Owners
- Owners
- ~~Homehunt~~These Homes applicants
- Members of the public
- Local Authorities
- Contractors and Consultants
- Other organisations that we work with

2.2 Although this policy is mainly aimed at external customers, the standards set will also be applied to dealings between staff within the organisation and Management Committee members.

3.0 Legal & Regulatory Framework

3.1 The Housing (Scotland) Act 2010 sets out the foundations for the regulatory system that formally takes account of tenant’s views, and in April 2012 the Scottish Social Housing Charter (the Charter) was launched.

The purpose of the Scottish Social Housing Charter is to help improve the quality and value of the services that social landlords in Scotland provide and to set out who is responsible for meeting the 16 Charter Standards and Outcomes. There are several outcomes and standards applicable to this policy:

<u>Equalities</u>	<p><u>Social landlords perform all aspects of their housing services so that:</u></p> <p><u>They support the right to adequate housing, and every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services</u></p>
<u>Communication</u>	<p><u>Tenants’ and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decision and the services it provides</u></p>
<u>Participation</u>	<p><u>Tenants and other customers find it easy to participate in and influence their landlord’s decisions at a level they feel comfortable with</u></p>

3.2 This policy takes account of the following legislation

- Equality Act 2010
- Data Protection Action 2018

3.3 This policy also takes account of the following:

- Communication Strategy
- Tenant Participation Strategy

- [Equality & Diversity Policy](#)
- [Comments & Complaints Policy](#)
- [Information and Advice Policy](#)
- [Unacceptable Behaviour Policy](#)
- [Vulnerable Persons Policy](#)
- [Openness & Confidentiality Policy](#)

4.0 Equal Opportunities

- 4.1 We will not discriminate in the operation of this policy on the basis of age, disability, gender reassignment, marriage and civil partnership, race, religion or belief, sex, or sexual orientation. We aim to promote equal opportunities and comply with the requirements of the Equality Act 2010.
- 4.2 When we are communicating with or about someone whose gender is unknown, we will not use gendered language, e.g. we will use 'they' rather than s/he'.

5.0 General Principles of Customer Care

- 5.0.1 In delivering this policy we will ensure that we adhere to our values:

professional, honest, reliable and friendly;

and that the following general principles are followed at all times:

- We will put our customers first and respect their rights, needs and opinions
- Our staff will always give their names when in contact with customers
- We will be polite, open, and truthful
- We will provide relevant, accurate information in Plain English or other formats such as audio cd [or in larger print](#)
- [We are members of Happy to Translate and can provide translation / interpreting services in the office or at home](#)
- We will listen to our customers, find out what they want and try to provide it
- We will comply with our Openness and Confidentiality Policy
- If we cannot help, we will explain why and, wherever possible, suggest someone who can
- For those customers who cannot come to our office, we will visit them at home

6.0 Customer Care Standards

6.1 We are committed to providing an excellent, effective, and cost efficient customer service to all our existing and future customers and have developed a Customer Service Standard Leaflet which is published on elha.com and can be downloaded – See Appendix 1. This information details how we will interact with customers and our expectations.

64.0 Visiting Our Office

46.1 Our office and web office will be open at times to suit our customers. Opening hours will be well publicised on our website, at the office, and, periodically, in our e-news and Talkback nNewsletter. We will carry out adhoc surveys to ask for tenants' views on our opening hours to make sure that we continue to meet customers' needs.

46.2 Our office will be friendly, welcoming, comfortable, clean and tidy. We will provide adequate seating, private interview space and a range of information leaflets.

46.3 Where customers have special requirements, we will make any arrangements necessary including providing an induction hearing loop and interpreting services. Information about these services will be displayed in our office reception.

46.4 Customers will be encouraged to make appointments to see the person they need to see and avoid having to wait. Where an appointment has been made the customer will not be kept waiting. If a delay is unavoidable, we will tell the customer the reason for any delay and keep them informed about the likely waiting time.

46.5 Where an appointment has not been made, we will try to ensure that the customer sees the person they need to see and will tell the customer how long they may have to wait. If the staff member is not available or the customer is unable to wait, we will offer an appointment or the services of another staff member.

46.6 If we cannot help, we will always try to direct the customer to someone who can and make a referral where we have arrangements in place to do so.

75.0 Our Web Office and Websiteelha.com

57.1 -Our web office will normally be staffed during the same opening hours as our head office.

57.2 The Live Help Service is the equivalent of a telephone call for people who cannot, or prefer not to, use the telephone. The Service provides tenants and other customers with instant access to an online adviser who can provide them with a range of information and advice. Customers using the Live Help

facility have the option of being provided with a written record of the advice given to them.

57.3 All information on our-website.elha.com will be clear, up to date and accurate.

57.4 —Our aim is to provide 100% of services online, so that customers can access our services at times to suit them.

57.5 —We will do all we can to ensure that anyone who wants to, can use our-website.elha.com by using software designed to help people with particular needs, for example by subscribing to services such as “[Browsealoud](#)”, “[Readspeaker](#)”, providing text resizing, translation tools, etc.

7.6 For people who may not be able to manage their tenancy or communicate effectively online, we offer a Friends & Family service, which can be enabled by default where a Power of Attorney is in place, or on request from a tenant, allowing a friend or family member to manager the tenants My Home account on their behalf. We maintain a robust audit trail of all changes through this service.

86.0 Written Communication

68.1 —All letters and e-mails sent to customers will be clear, easy to understand and read, and will be written in Plain English.

68.2 —Where we are unable to respond fully within the target response time, we will write explaining the reason for the delay and say when we expect to make a full response.

68.3 —All letters will be sent in the name of the person dealing with the matter and will contain clear and accurate explanations about decisions that have been made. E-mails and SMS text messages will be sent from a central mailbox but will contain clear contact information.

79.0 Telephone Calls

79.1 —We operate an automated telephone system which provides a range of options customers can select to get through to the department they want to speak to.

79.2 All telephone calls will be answered as quickly as possible. Staff will greet callers in a polite and courteous manner stating their name, and will advise that we may record telephone calls for training and quality purposes.

79.3 —During opening hours, we will only use Voicemail when staff are unavailable. Recorded messages will be audible and accurate, and callers will be offered the option of leaving a voicemail message or being called back when the staff member is available.

79.4 We use answer phones when the office is closed. Recorded messages will be clear, audible and accurate, and will always give the caller the option of leaving a message. Messages will also inform callers of who they should contact in case of an emergency.

9.57.4 _____ We will respond to answer phone messages at the earliest possible opportunity.

810.0 — Home Visits

810.1 _____ Where required, we will arrange appointments to visit customers at home during office hours. The customer will always be offered the option of changing the appointment to a time more suited to them.

810.2 _____ If we are unable to keep an appointment, for example due to staff absence, we will notify the customer as soon as possible, explain why we cannot keep the appointment and arrange another appointment at a mutually convenient time.

810.3 _____ All staff, -contractors and agents acting on our behalf, will carry identification and will show it to customers before entering their home.

810.4 _____ We will explain the reason for visiting and what, if any, action will be taken following the home visit.

810.5 _____ If the customer is not at home, staff will leave a calling card detailing who visited and why with contact information. Sensitive information will not be noted on calling cards.

810.6 _____ We will usually make an appointment before visiting customers. However, there are occasions when staff may visit without prior notice, for example if they notice an issue with a property whilst passing by, or if they have had difficulty contacting a customer.

119.0 Customer Feedback

911.1 -Our customers views are important to us, and we will encourage them to share these. We will consult with customers on issues that affect them as detailed in our Tenant Participation Strategy.

11.2 When we consult or ask for feedback, we will make sure that:

- _____ We provide all the information customers need to allow them to make an informed response
- We make it easy for our customers to respond. Our tenants can provide feedback via their My Home account (except for the rent increase consultation which is via a microsite)

- We provide [our offline tenants and other customers with a paper form and reply paid envelopes to customers who are not paper-free](#)
- ~~Customers can respond on line if they prefer to~~
- We use the feedback to improve our services and influence our policies
- We report the results to our customers

120.0 Customer Satisfaction

120.1 We will use a variety of methods to measure customer satisfaction including:

- A full, independent, Tenant Satisfaction Survey every three years
- ~~Repair~~ satisfaction surveys for every repair we arrange
- [Defect repair satisfaction surveys, the results which are passed to our developing agents](#)
- Post contract satisfaction surveys
- New development feedback surveys
- ~~Post allocation~~[My New Home](#) feedback surveys
- ~~Financial Inclusion Service~~[Money & Home Energy Advice](#) feedback surveys
- Periodic surveys on specific services such as stair cleaning or garden care
- Short surveys on specific topics issued with our [e-news and Talkback nNewsletter](#)

120.2 We will use the information gained from these surveys to improve our services and influence our policies.

110.3 We will report the results of these surveys, and what we are doing as a result, to our customers through our [e-news, Talkback nNewsletter](#) and on elha.com.

131.0 When We Get Things Wrong

131.1 Although we will always strive to deliver excellent service, we acknowledge that we will sometimes make mistakes and will not always get things right first time.

131.2 We will make it easy for customers to complain, formally or informally, by publicising our Comments and Complaints Policy and making it readily available to anyone who wants to use it. Our website includes various ways for customers to give feedback, such as contact forms, “praise or grumble” and the Live Help service, as well as giving on-line access to, and information about, our comments and complaints service.

[13.3 If a customer complains on any of our social media platforms, we will always signpost them to our Complaints Handling Procedure and to support available.](#)

~~131.43~~ 43 _When we make mistakes we will apologise, put things right as quickly as possible and use the experience to improve our service in the future.

14.0 Confidentiality and Data Protection

14.1 All communications with our customers will be treated in confidence and personal data about our customers will only be made available on a need to know basis to staff within the Association.

14.2 Customers must understand that if their communication with the Association involves another customer or staff member of the Association, it may be very difficult to consider their communication (e.g. if it is a complaint), without the Association communicating with those other individuals. If the customer asks the Association not to do so, then that will be respected, although it may mean that it is not possible for the Association to take any action in response to the customer's communication.

14.3 We recognise the importance of data protection legislation in protecting the rights of individuals in relation to personal data that we may handle and use about them. We will ensure that our practices in the handling and use of personal data as part of the processes outlined in this Customer Care Policy comply fully with data protection legislation.

15.0 Conflict of Interest

15.1 There may be occasions when the best advice for the customer is not in the best interests of ELHA or we are approached by two parties seeking help with an issue that is common to both, but where the parties are in opposition. In these circumstances staff will always advise the customer that there is or may be a conflict of interest and refer the customer to another source of appropriate advice.

142.0 Monitoring and Review

142.1 In consultation with staff we will set targets for all aspects of Customer Care and these targets will be reviewed annually. [These targets are published on elha.com.](#)

142.2 We will report our performance against these targets -to the Audit & Assurance Committee annually; -and on [the P365 microsite on elha.com.](#) [Performance 365_42](#)-We will also publish performance results in our -annual Performance 365 report.

[42.414.3](#) _The Director of Housing will ensure that this policy is reviewed by the Management Committee every five years.

Appendix 1Customer Service StandardsFor our quickest service - Use My Home and go Paper Free!

You can access your My Home account 24 hours a day, 7 days a week. Most services In My Home are self-service, so there's no waiting for working hours, for phones to be picked up or for a letter to be delivered. Don't forget to go paper free too, so if we do write to you, you receive our letter receive letters instantly (and you'll receive a £10 discount off your rent).

The response times set out on elha.com on our Customer Service Timescales page are the times we aim to meet after we receive your enquiry. So, if you can, don't send things through the post as that takes time and costs you (and us) money - simply send it directly from your My Home account and we'll receive it there and then if our office is open, if not, we'll get it as soon as we open on the next working day.

Using My Home and going paper free can reduce the time from when you send us your enquiry to receiving our response by several days.

Our Staff will:

- Always tell you who you are speaking to and, out of the office, show you identification
- Be friendly, polite and professional at all times
- Treat you fairly and with respect
- Be fully trained to do their jobs
- Always maintain confidentiality
- Arrange appointment times to suit you wherever possible and not keep you waiting
- Listen to you and respond to your needs as quickly and efficiently as possible
- Do what they say they will and keep you informed
- Give you clear and accurate explanations about any decisions we have made

- Tell you if we cannot help and try to direct you to someone who can
- Do their best to meet our Customer Care targets
- Provide a range of ways for you to access our services, including digital services

What We Expect of You:

We need your help to provide an excellent service and we think that it's reasonable to ask you to:

- Use your My Home account for day to day enquiries and services if you can
- Go paper free if you can – it saves time and money
- Be polite and courteous to our staff and treat them with respect
- Never shout at, abuse or threaten our staff
- Be prepared and have any documents or information you may need close at hand
- Make an appointment before visiting the office if you wish to speak with a specific member of staff
- Let us know if you can't keep an appointment
- Give us the information we ask for so that we can help you
- Comply with all reasonable requests made by our staff
- Appreciate that there will be times when we are unable to help you
- Let us know when we get it wrong and help us to put things right to your satisfaction

What to Do if We Don't Meet Your Expectations:

If you are not satisfied with the service you have received from us, you can:

- [Make a formal or informal complaint via My Home, our Live Help service or by telephone, letter, e-mail or in person](#)
- [If you have made a formal complaint and have gone through our Complaints Procedure, and still feel your complaint has not been resolved, you can contact the Scottish Public Services Ombudsman. For more information see our Complaints leaflet.](#)

Risk Management Framework

Report by Martin Pollhammer, Chief Executive – for Approval

1.0 Introduction

The Management Committee reviewed the existing Risk Management Strategy in March 2023, and agreed that a fundamental review of the Association's approach to Risk Management was required.

Given that the current software used to record and manage risks is no longer supported, this developed into a wider exercise, linked to the Governance Review. Through this, appropriate software has been purchased that supports the identification and management of risks as set out in this paper.

2.0 Risk Management Framework

The proposed Risk Management Framework is attached to this report. The Decision Time software requires configuration to suit the Association's approach, but the Framework should still be adopted from September 2024.

Until a new Risk & Audit Committee is established, reporting will continue to the Audit & Assurance Committee. Given the change of approach, the R3 Business Risk Group was postponed on 22 August 2024. These risks will now be assessed once the new software is in place. The next Corporate Risk Panel is scheduled for 12 September 2024, and this will also now be postponed until the new software is in place.

Recommendation

The Management Committee is asked to approve the Risk Management Framework.

Date Issued August 2024

Last Review Date n/a

Department Corporate

Title Risk Management Framework

Objective To describe our arrangements for identifying, managing and controlling risk and ensuring we make informed, risk based strategic level decisions

Responsible Chief Executive

Next Review Date August 2029

1.0 Introduction

1.1 ELHA Group's vision of **Healthy Happy Homes** and our culture and values are underpinned by a creative and innovative approach to providing efficient and effective services, for the benefit of our tenants and other stakeholders.

1.2 The social housing sector operates in a challenging and dynamic environment, where all business processes and decisions contain some degree of risk. Our Risk Management Framework is designed to manage and mitigate that exposure; to see the early warning signs of emerging risks and to have sufficient flexibility within the business and financial plans to make appropriate adjustments to manage those risks, should this become necessary.

1.3 We aim to reduce uncertainty and enhance success of business outcomes by making informed, risk-based decisions. The Group recognises that a robust Risk Management Framework is an essential business planning tool and an integral component within the strategic planning process.

1.4 As a Registered Social Landlord (RSL), the Group must comply with the SHR's Governance Standards, specifically:

Standard 3.3 requires RSLs to have "robust business planning and control frameworks and effective systems to monitor and accurately report delivery of its plans. Risks to the delivery of financial plans should be identified and managed effectively. The RSL should consider sufficiently the financial implications of risks to the delivery of plans".

1.5 In simple terms, risk can be summarised as: "The uncertainty that surrounds future outcomes". Within that context, Risk is defined by the Group as:

“The threat that an event or action will occur which would adversely affect our ability to meet our business objectives, including the maintenance of our financial strength, our governance, our ability to continue to deliver safe, quality services to our tenants and other service users, and the retention of our positive public image”.

- 1.6 This framework sets out our strategy for dealing with risk appetite, explains how risk is managed across the Group and defines the processes to test the Group’s resilience to risk. The framework applies to all parts of the Group, including R3.

2.0 Risk Management Framework

- 2.1 The Group’s Risk Management Framework aims to align our risk profile to strategic, business level, financial management and specific project plans.

- 2.2 The Framework addresses the following categories of risk, which may not all be mutually exclusive:

- Strategic Risk (linked to specific business objectives)
- Operational Risk (arising from day-to-day and service delivery activities)
- Project Risk (specific timebound activity or outcome)

- 2.3 The same defined methodology is applied at all levels/categories of risk, linked to objectives and outcomes within appropriate plans, with adjustments in terminology, where appropriate.

- 2.4 The Framework is based on a structured approach to Governance which incorporates the following elements:

- The organisation’s **Strategic Objectives** as defined in our Business Plans (plans are prepared based on latest operational budgets and assumptions of future economic conditions and operational changes, prepared within the “Golden Rules” parameters set out in the Risk Appetite Statement)
- The aims and objectives defined within our plans must articulate what a successful outcome looks like and what is required to achieve this, before potential risks can be determined
- **Risk Appetite Statement** – This sets out the Management Committee’s appetite to risk across the Group’s activities and sets ‘Golden Rules’ which ensure that key risks are monitored and managed effectively (it can also be used to determine risk thresholds within specific plans or objectives)
- **Corporate Risk Register** – Contains detail of our key strategic risks within corporate strategies and our Business Plan, with risk scores, controls and assurance on how these risks are managed

- **Operational Risk Register** – Contains detail of risks arising from the implementation of service plans and key day to day service provision, with risk scores, controls and assurance on how these risks are managed
- **Project Risk Registers** – for control or risks relating to major projects such as introducing new infrastructure, or major organisational change
- **Stress Testing Register** – This sets out the stress tests and sensitivity analysis carried out on the Business Plan to test against changes to underlying assumptions (this is developed from the Corporate and Operational Risk Registers and considers any relevant information published by the Scottish Housing Regulator, it also includes an assessment of operational, sector and economic risks)

2.5 Linked to the Risk Management Framework are activities including Internal and External Audit, Business Continuity Planning, maintaining an asset and liability register and an internal control framework.

3.0 Risk Management Information System

3.1 As part of its Digital Governance Strategy, the Group uses Decision Time, a digital governance software package, which contains an integrated risk management module.

3.2 The software, among other functions, is used to hold and update risk registers and provide relevant reporting, as well as providing an audit trail of decisions for assurance purposes.

4.0 Risk Appetite

4.1 Risk appetite is defined as the level of risk an organisation is prepared to accept in the pursuit of its objectives. Defining corporate risk appetite will help to achieve clarity over the risks the organisation wishes to assume and is therefore at the heart of not only the Group's Risk Framework, but its overall business strategy.

4.2 The Risk Appetite Statement is not absolutely prescriptive, but instead provides several underlying component parts that encourages structured thinking. The aim of the Statement is to allow the Group to reach an informed conclusion as to when and how much risk can be taken, and to what extent, to achieve the desired outcomes. In addition, this can also help identify risks where there may be too much or too little control or mitigation.

4.3 The ELHA Group continues to be progressive, creative and innovative in its business plans, as is exemplified by our sector-leading digital strategy. Recognising that this provides both opportunities and risks, we acknowledge therefore that controlled risk-taking is fundamental to innovation and the need to embrace new challenges.

- 4.4 At a strategic level, risk appetite should be considered in the development and maintenance of the Corporate Risk Register and used to influence the decisions taken by the Group. Determination of risk appetite at strategic level should typically lead to a determination of the organisation's desired risk profile, (a factual statement of the organisation's current, cumulative exposure to risk based on the impact of the risk and the likelihood of it occurring), and by comparison with current risk exposure, the actions required to attain it.
- 4.5 The Management Committee will review and establish the Group's Risk Appetite annually, in the form of a written statement. The Group's current Risk Appetite Statement is attached at **Appendix 2**. The Management Committee may agree different levels of Risk Tolerance for specific risks within the overall context of its Risk Appetite Statement.

5.0 Embedding Risk Management

- 5.1 Risk needs to be addressed at the point at which decisions are being taken and resources allocated. When the Management Committee, Risk & Audit Committee or Senior Management Team are asked to make key decisions, they will be advised of the risks associated with the recommendations under consideration.
- 5.2 Risk management is inextricably linked to the strategic planning process through the maintenance of the Corporate Risk Register, supported by operational risk identification and management.
- 5.3 Effective risk management controls the risks to the Group's plans, and in particular the achievement of the Business Plan. If they are not properly considered and assessed, it is recognised that there could be a weakness in strategic management that could lead to poor outcomes or results. In turn, objectives in outcomes within business and project plans need to be clearly defined (as SMART objectives) for the risk management to be effective. It must be clear what outcomes are expected before risks can be identified.
- 5.4 Risk management techniques should be embedded into major projects or new business opportunities and include clear monitoring and reporting mechanisms. All new partnerships and key procurement arrangements have an assessment of risk at the development stage to ensure all reasonable measures are put in place.
- 5.5 The Group ensures that it has the necessary skills and expertise to deliver the Risk Management Framework. This is achieved through tailored risk management guidance notes, training and awareness sessions based on routine training needs analysis or defined in specific role specifications.
- 5.6 It is the aim of the Group that every team and all employees apply the principles of the Framework to their day to day working activities so that risk management is embedded in the culture of the organisation. This is enhanced through the system of induction, regular one to one meeting between employees and their line manager, guidance and training.

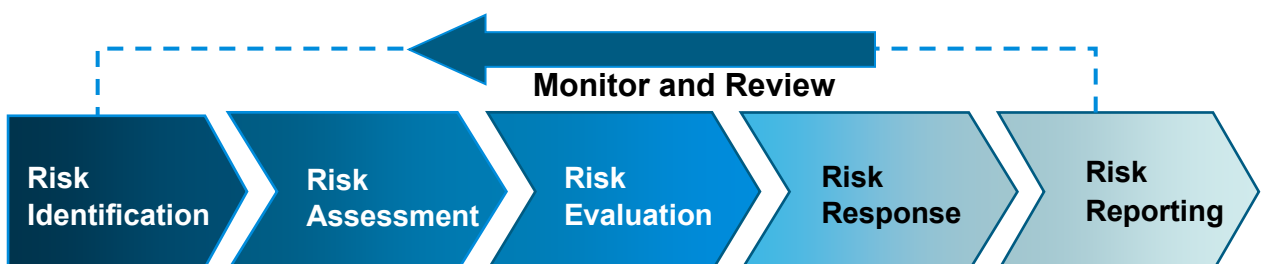
6.0 Roles and Responsibilities

6.1 Whilst there are some responsibilities in the development and implementation of the Group’s Risk Management Framework that are key to all internal stakeholders, key responsibilities held by specific groups are identified below:



7.0 Methodology

7.1 Within the Group’s Framework, the methodology established for managing risk comprises the flowing elements:



- Identifying risk in relation to the achievement of objectives and planned outcomes
- Assessing and evaluating the likelihood and potential impact and ranking according to the assessment of relative significance prioritising
- Responding with actions to mitigate significant risks
- Monitoring effectiveness of response and reviewing to identify further action

7.1 Identification of Risks

7.1.1 Risk Identification identifies the Group's exposure to uncertainty. Risks can arise in a number of ways and may be:

- Reactive - in response to an adverse event or lessons learned
- Proactive - potential risk which could affect business outcomes
- Internal - arising from the Group's activities or methods
- External - effects of unexpected events

7.1.2 These may be:

- Strategic (linked to specific business objectives)
- Operational (arising from day-to-day and service delivery activities)
- Project risk (specific timebound activity or outcome)

7.1.3 They may be identified in a variety of ways including:

- Management Committee Away Days / Workshops, reviews of the Corporate Plan and the results of periodic stress testing and covenant reviews
- Adequate time where required in the early sections of Management Committee and other relevant Committee agendas to allow appropriate priority to risk management
- External sources, for example briefings from the Scottish Housing Regulator, as well as sector briefings from external partners and horizon scanning
- Risks identified through Internal and External Audits
- Risk management meetings to review the Corporate and Operational Risk Registers

- Risk sections in relevant reports to Management Committee or Risk & Audit Committee
- Identification of risks through operational management plans, change management initiatives and projects
- The outcome of employee surveys if there is reference to any risks that are not currently managed
- By gathering the information about potential risks at team meetings
- Customer feedback that identifies risks, including surveys and complaints

7.2 Assessment and Evaluation of Risks

7.2.1 Risk assessment and evaluation takes place once risks have been identified and involves establishing the likelihood (or probability) that the risk will occur and the impact it would have if it occurred.

7.2.2 Each risk has three assessment types: Inherent Score, Current Score and Target Score. This allows the identification of the level of internal control that we have in place, and, therefore, any potential risk control gaps.

7.2.3 More detail guidance on how the Group evaluates and scores risks is detailed in **Appendix 1**.

7.3 Risk Response

7.3.1 Risk response defines the options by which risk can be “treated” or mitigated by taking steps to reduce adverse effects. When considering which of these responses might be appropriate, particularly high-level risks, it is important to take into account not only the Group’s overall risk appetite but the threshold acceptable to the specific risk or business objective.

These options include:

Tolerate (accept / retain)	Treat (control / reduce)
<ul style="list-style-type: none"> • The risk here is considered acceptable to the Group; or • The ability to do anything about the risk is limited; or • The cost of taking action may be disproportionate to the potential benefit gained • A tolerated risk should be monitored and re-evaluated in the future 	<ul style="list-style-type: none"> • The level of cost-effective (corrective) controls put in place to manage the risk to an acceptable level are in place • Is it likelihood or impact that can be influenced? • The response is proportionate to level of risk and the costs/benefits associated with action • Treatment is usually aimed at reducing the likelihood of risk materialising or limiting its impact • Most risks will be managed this way
Transfer (insurance / contract)	Terminate (avoid / eliminate)
<ul style="list-style-type: none"> • The decision is taken to transfer the risk to a third party • Often by means of insurance or contractual transfer such as paying a third party to take the risk 	<ul style="list-style-type: none"> • A level of risk that should be avoided and if possible, should be eliminated; • Some risks will only be dealt with to acceptable levels by terminating the activity • This is likely to have a knock-on effect on outcomes or objectives in Business Plans

7.3.2 Risk control (i.e. treatment) may involve choosing alternative strategies, implementing a contingency plan or taking corrective action. Examples of intervention to mitigate operational risk might include:

- Preventative controls stop an event happening (e.g. an automatic cut- out system on a gas boiler, in the event of the boiler not having been serviced within the requisite time period)
- Detective controls warn when an event has happened (for example, a Carbon Monoxide alarm which sounds loudly when poisonous fumes are above a minimum, safe level)
- Directive controls seek to dictate an operation such that a risk is avoided (for example, user instructions for a boiler, which advise on safe operation)
- Corrective controls check that things operate as they should and correct the situation where they do not (e.g. a Health & Safety Audit applicable to our gas servicing procedures)

7.4 Monitoring and review

7.4.1 By monitoring and reviewing risk registers, risk are managed by a process of keeping track of the identified risks, monitoring Inherent, Current and Target Risk Scores. This includes ensuring the execution of risk controls and evaluating their effectiveness in reducing risk. Risk monitoring and control is an ongoing process involving:

- Implementation of risk responses as planned
- Reviewing risk response actions to ensure they are as effective as expected, or if new responses should be developed
- Reviewing project assumptions to ensure they are still valid
- Assessing whether risk exposure has changed from its prior state, with analysis of trends
- Ensuring policies and procedures are followed
- Identifying any new or emerging risks

8.0 Risk Escalation and Reporting

8.1 Operational Risk Registers

8.1.1 Operational Risk owners are Directors who are required to review and update their Operational Risk Register at least quarterly.

8.2 Corporate Risk Register

8.2.1 Corporate Risk Owners are the Senior Management Team, who are in turn required to review and update the Corporate Risk Register taking into consideration the outputs from the Operational Risk Register.

8.2.2 The outputs of the Corporate Risk Register will be summarised within a Corporate Risk Dashboard. This will provide a summary identifying the Inherent, Current and Target Risk scores for each risk event.

8.3 Project Risk Registers

8.3.1 The Project Leader would review and update the Project Risk Register during the development and implementation of the project.

8.4 Using Risk Registers

8.4.1 The Total Risk Score is used to define the detail in which risks are considered, delegated and escalated. The Total Risk Score of relevant risks is reported as part of the standard template for Management Committee reports.

8.4.2 Those Corporate Risks with a current Total Risk Score of 20 and above (which are therefore associated with a high or severe level of risk) will form the basis of the list of 'top risks' when these are reported. These risks will require a greater degree of focus as will those Corporate Risks which are increasing in probability or impact at or above the total risk score of 20 when re-assessed.

8.4.3 To assist with continued improvement, reporting will include:

- Any risks that materialised that were significant omissions from the Corporate Risk Register, together with reasons and lessons learned
- Any changes in assessment of probability or likelihood since the last review
- Any published changes in best practice or approach since the last review, including the recommended response to such changes

8.4.4 All papers to the Management Committee (or Risk & Audit Committee), which have a material financial impact, or which recommend a significant change in policy, will also include a risk report.

9.0 Assurance

9.1 Risk Assurance requirements and related arrangements should (in part) be determined by the Management Committee's agreed Risk Appetite and how much risk they are willing to take in pursuit of strategic objectives.

9.2 The level of risk assurance should also be related directly to the level of risk which the controls are mitigating. Low level risks require lower levels of assurance on the operation of controls put in place to manage them, whilst significant risks require a much higher level of assurance.

9.3 Once the risk appetite is defined, risk owners will know where more or fewer controls are needed to reduce the likelihood or impact of each risk. The greater reliance on controls to reduce risk to acceptable levels, the greater the assurance needed and vice versa.

9.4 The Group uses the 'Three Lines of Defence Model' for risk assurance:

- The first line of defence is Management – functions that own and manage risks (the first level of assurance comes from the operational area that performs the day to day internal and management controls such as operational plans, operational risk register and operational internal controls)
- The second line of defence is Oversight – functions that oversee risk (other functions within the Group, such as Governance, Finance, HR and Asset Management provide assurance through risk management, corporate reporting, quality and inspection and compliance reviews, for example)

- The third line of defence is Independent - assurance provided from outside the Group, such as External Audit, Internal Audit, regulatory assessments, external providers, certifications and accreditations.

9.5 The assurance model is used to demonstrate the relationship between risk monitoring and assurance. For each risk on the Corporate Risk Register, information on the source of assurance for each existing control is documented as well as the evidence to support the assurance.

9.6 The assurances for each risk can be graded and reported accordingly using the following categories:

HIGH	MEDIUM	LOW	OTHER
Controls in place assessed as adequate / effective and in proportion to the risks	Some areas of concern over the adequacy / effectiveness of the controls in proportion to the risks	Significant concerns over the adequacy / effectiveness of the controls in proportion to the risks	Insufficient information at present to judge the adequacy / effectiveness of the controls

9.7 As part of the Assurance and oversight components of the Framework, the Management Committee will:

- Review and establish Risk Appetite at least Annually
- Receive the Group’s full Corporate Risk Register and a cover report which includes an update on emerging risks and notable changes / updates to the top corporate risks at least annually
- Have access to the Group’s Corporate Risks summarised through the Corporate Risk Dashboard at all times.
- Be responsible for reviewing the effectiveness of internal control within the Group, based on information provided by the Senior Management Team and the Risk & Audit Committee
- Review the annual Assurance Statement, based on information provided by the Governance Standards Working Group. The purpose of the review is to:
 - Ensure compliance with the Governance Standards
 - Monitor progress against areas requiring improvement
 - Highlight and monitor risks arising from the legal and regulatory environment

9.8 The Risk & Audit Committee will present a formal annual review to the Management Committee, the purpose of which is to:

- Examine the Group’s performance on risk management in the preceding year
- Consider the latest Corporate Risk Register and whether current internal control arrangements are likely to be effective
- Assess the Group’s control environment including organisational structure, culture and reporting mechanisms
- Receive a detailed review of the Group’s Risk Management Framework at least annually
- Receive and review the Group’s full Corporate Risk Register and a cover report from the Senior Management Team which includes an update on emerging risks and notable changes / updates to the top corporate risks at least six monthly
- Have access to the Group’s Corporate Risks summarised through the Corporate Risk Dashboard at all times.
- Receive ‘deep-dive’ reports from Senior Management Team on individual corporate risks as and when agreed with / by the Risk & Audit Committee

9.9 The table below outlines the risk related documentation, reports and or deliverables which are required as part of the Framework.

	Management Committee	Risk & Audit Committee
Risk Management Framework	Annually	Annually
Risk Appetite	Annually	Not applicable
Corporate Risk Register & Update Report	Annually	Quarterly
Corporate Risk Dashboard	Always available	Always available
Internal Controls	Annually	Annually
Business Plan	Annually	Not applicable
Stress Testing	Annually	Not applicable

10.0 Monitoring and Review

This Framework will be reviewed at least every five years by the Management Committee.

APPENDIX 1 - Guidance on Evaluation and Scoring Descriptors

- Inherent Score – where there are no controls in place to mitigate the risk (untreated or raw)
- Current Score – where the Group currently assesses itself in terms of risk, based on the controls and mitigations already implemented
- Target score – where we expect the score to be once all controls and mitigations are in place, and identified future actions are completed (taking into consideration Risk Appetite)
 - For each of these, a score is calculated based on the likelihood (or probability) that the risk will happen and the impact if it does happen.
 - The likelihood / probability score is calculated based on a scale of 1 (very low risk of occurrence – extremely unlikely) up to 5 (very high risk of occurrence – almost certain).

Score	Likelihood	Criteria
1	Negligible	<ul style="list-style-type: none"> • 0-5% extremely unlikely • Virtually impossible (i.e., one-off event)
2	Low	<ul style="list-style-type: none"> • 6-20% low but not impossible • An event that is unlikely to occur more than once every few years or has not occurred historically
3	Medium	<ul style="list-style-type: none"> • 21-50% fairly likely to occur. • Possibly could occur but infrequently but not more than once every 12 months • Could occur more than once within the time period and may be difficult to control due to some external influences
4	High	<ul style="list-style-type: none"> • 51-80% more likely to occur than not • Likely could occur but on a sporadic basis i.e., at least once a year • Potential of it occurring several times within the time period or has occurred recently
5	Severe	<ul style="list-style-type: none"> • 81-100% almost certainly will occur • Highly likely could occur on a regular basis, i.e., several times a year

- An impact score is calculated on a scale of 1 (insignificant impact) to 5 (catastrophic impact).

Score	Impact	Criteria
1	Insignificant	No impact
2	Minor	Minor impact within one or more criteria
3	Moderate	Moderate impact within one or more criteria
4	Major	Major impact within one or more criteria
5	Catastrophic	Severe impact within one or more criteria

- The risk scores are calculated by plotting the likelihood and impact scores on a matrix. An example of how this works is given below:

Impact

Key

5	5	10	15	20	25
4	4	8 Current	12 Inherent	16	20
3	3 Target	6	9	12	15
2	2	4	6	8	10
1	1	2	3	4	5
	1	2	3	4	5

Low
Medium
High
Severe

Inherent = Likelihood 3 * Impact 4 = 12 (Outside risk appetite)

Current = Likelihood 2 * Impact 4 = 8 (Outside risk appetite)

Target = Likelihood 1 * Impact 3 = 3 (Within risk appetite)

APPENDIX 2 – Risk Appetite Statement

To be considered by the Risk & Audit Committee

Employee Expenses Policy Review

Report by Martin Pollhammer, Chief Executive – for approval

1.0 Introduction

The Expenses Policy is due its periodic review. The policy has been reviewed by the JCC.

2.0 Policy Review

A review of the Expenses Policy was carried out by the Executive Support Officer (HR) in line with EVH's model policy. Some minor changes were required to the existing document, and these are tracked in the attached **Policy Document**.

Some of the more significant changes include:

- At Section 2.3, the addition of a section specifically relating to travelling by air
- At Section 2.4, the addition of wording to cover the Electric Vehicle Allowance
- At Section 2.4.3, the addition of wording to reflect the agreed process for staff declaring their vehicle is appropriately insured for business travel through People HR
- At Section 4.0, the addition of a section relating to accommodation expenses for authorised overnight stays
- At Section 5.3, the change to wording to reflect the new process for claiming expenses which is now done through the People HR App

Recommendation

The Management committee is asked to approve the revised Expenses Policy.

GROUP POLICY

Date Issued	22 August 1996
Last Revised	August 2019 <u>2024</u>
Department	Management
Title	Employee Expenses
Objective	To describe the Group's arrangements for reimbursing employees' business expenses.
Responsible	Chief Executive
Next Review Date	August 2024 <u>2029</u>

1.0 INTRODUCTION

~~1.1 Reasonable expenses necessarily incurred by an employee in the course of the Group's business will be reimbursed, in accordance with current Terms and Conditions of Employment. We understand that on occasion, employees will incur expenses whilst carrying out their role and must be reimbursed. This policy sets out the expectations for the Group reimbursing work related expenses.~~

1.2 This policy should be read in conjunction with the relevant section of the Terms and Conditions of Employment relating to Travel and Subsistence.

2.0 TRAVEL EXPENSES

2.1 The following principles apply to the reimbursement of travel expenses:

~~2.1.1 Employees will be neither financially advantaged nor disadvantaged as a result of incurring genuine business expenses.~~

~~2.1.24 Employees are required to travel to their normal place of work at their own expense and in their own time. We will reimburse costs of any necessary travel made on its behalf, over and above normal travel to work.~~

2.1.32 Travel expenses incurred while on official Group business will be reimbursed and travel time will be included in the recordable working hours for that day.

2.1.43 Where an employee is required by the Group to travel to and from work for an **additional** session in any one working day, travelling to and from the additional session constitutes official Group business as per 2.1.32.

2.1.54 Travel costs for courses, conferences and other Group business, will be incurred in the most cost effective manner, taking into account location, journey time, monetary cost, time of event, and whether other Group representatives will be attending.

2.1.6 Any discount obtained in the course of incurring an expense must be included in any subsequent claim submitted.

2.1.7 Any breeches of this policy may result in disciplinary action in accordance with our Disciplinary Procedures detailed in the EVH Terms & Conditions.

2.2 Use of Public Transport

2.2.1 Where public transport is used for official company business, it will be reimbursed at cost. All claims should be accompanied by tickets and/or receipts.

2.2.2 Rail travel will be reimbursed up to standard 2nd class travel rates. Above this level, if staff members wish to travel using more expensive tickets, they can do so, as long as they claim only up to the standard 2nd class fare.

2.2.3 Taxis ~~and aeroplanes~~ should only be used where necessary. Receipts should be obtained for the fare only and submitted with the expenses claim. We will not reimburse any outlay by the employee in terms of a tip to the driver.

2.3 Travelling by Air

2.3.1 Travelling by air should only be used where necessary. Air travel will be refunded at economy class rates only. Where possible, tickets should be booked in advance to take full advantage of any discounts available on fares. All claims should be accompanied by tickets and/or receipts.

~~2.34~~ Use of Private Car

~~2.43.1~~ Business mileage is reimbursed at current EVH allowances. The rates are reviewed on 1 April each year as part of annual pay negotiations, and up to date amounts will thus be found by referring to the most recent wage agreement.

~~2.43.2~~ Essential car users will be paid one twelfth of the essential car user lump sum allowance with their monthly salary.

~~2.4.3~~ EV Users are entitled to the EV Allowance, which is paid at three times the Essential Users Allowance published by EVH each year. EV users will be paid one twelfth of the EV allowance with their monthly salary.

~~2.43.43~~ ——— To qualify for reimbursement of car mileage expenses, an employee will require to have their vehicle appropriately insured, and must complete a

statement within their mileage claim in People HR to have completed the statement confirming their insurance cover. Details on how to do this can be found at section 7.1 of the following procedure: ..\..\..\..\Corporate\Policies and Procedures\Procedures\Current\HR\People HR Procedures - Employees.pdf

2.43.54——When employees are travelling from home on Group business, the normal mileage taken to travel from home to work should be deducted from any travel claim that started or ended at the employee's home, i.e. only mileage in excess of normal travel to/from work may be claimed.

2.43.65——Mileage will be recorded for individual elements of a journey as opposed to block mileage for daily travel, unless there are multiple small journeys within one area, then the total amount of mileage for the area can be recorded as one. The explanation should fully describe the start and end of each element.

3.0 SUBSISTENCE ALLOWANCES

3.1 Subsistence allowances are intended to reimburse the cost of meals not provided when an employee is either on official Group business outwith the Group's geographical area of activities or in the case of working additional hours (e.g. evening meetings) and it is not practical to return home. If an employee is able to return home, subsistence may not be claimed, but the time and costs for an additional journey to work may be claimed as per 2.1.12.

3.2 The rates of allowance are based on duration and it is therefore necessary to detail the start and finish times of such claims when claiming subsistence allowance.

Two levels of subsistence rate can be paid:

3.2.1 For official duties of between 5 and 10 hours in any one day outwith the Group's geographical area of activities; and

3.2.2 For employees who are required to be on authorised official business for more than 10 hours duration (including lunch and pre-meeting breaks) in any one day.

3.3 The rates are reviewed on 1 April each year as part of annual pay negotiations, and up to date amounts can be found by referring to the most recent wage agreement.

4.0 ACCOMODATION FOR OVERNIGHT STAYS

4.1 Where an employee is on official duty which requires an authorised overnight stay, reasonable expenses will be met by us on production of appropriate receipts. Accommodation should be reasonably priced and of a comfortable standard, for

example, a Premier Inn. Higher priced accommodation should only be booked where unavoidable and on approval from your Line Manager.

4.2 Where possible, accommodation should be booked in advance to ensure the best rate possible.

54.0 EXPENSES

54.1 Employees may claim for the reimbursement of necessary expenses incurred whilst carrying out their duties.

54.2 All expenses should be incurred in the most cost effective manner.

54.3 To claim expenses, employees will complete the Expenses Claim Form within the People HR. Guidance on how to do this can be found at section 7 and 7.1 of the People HR Procedures Employee document:

J:\Corporate\Policies and Procedures\Procedures\Current\HR\People HR Procedures - Employees.pdf

~~s and forward them, with receipts attached, to their Line Manager for authorisation. There are two forms, one for mileage and one for all other expenses.~~

54.4 Expenses will be approved by the Line Manager in accordance with the Group's Authorisation Procedures. This will include consideration of the reasonableness of each claim.

54.5 Expenses will normally be paid through the monthly payroll system, unless it is agreed that a separate cheque will be issued. Small amounts may be re-imbursed through petty cash.

54.6 Employees wishing to make an expenses claim should do so within three months of incurring the expense. Claims for expenses that are more than 3 months old will only be reimbursed in exceptional circumstances as approved by the Chief Executive or Director of Finance.

65.0 HOSPITALITY

65.1 Refer to our Gifts and Hospitality Policy.

76.0 ADVANCE ON EXPENSES

76.1 Advances against expenses will not normally be given. There may be situations however when this will be required, and employees should in the first instance bring any request for an advance to the Director of Finance, or in their absence,

the Finance Manager.

76.2 Provision of receipts and a reconciliation of the expenses incurred will be required following conclusion of the business for which an advance has been made.

87.0 TAXATION OF EXPENSES

87.1 Reimbursement of actual expenses incurred on Group business are not subject to tax or National Insurance.

87.2 Tax and National Insurance deductions are applied to the essential user lump sum payment.

87.3 Business mileage is reimbursed at rates set out in ELHA / R3 Terms and Conditions, and is not currently liable to tax or national insurance contributions.

87.4 Subsistence allowances are paid at rates set out in ELHA / R3 Terms and Conditions, and are liable to tax and national insurance contributions.

98.0 MISUSE OF EXPENSES

98.1 Any misuse in claiming expenses from the Group will be regarded as serious or gross misconduct, depending on the circumstances in each case.

98.2 Any employee found to be deliberately claiming expenses to which they are not entitled will be disciplined in accordance with the Group's Disciplinary Procedures.

99.0 REVIEW PERIOD

99.1 The Chief Executive will ensure that these procedures are reviewed at least every five years by the Management Committee.

Settlement Agreements Policy

Report by Martin Pollhammer, Chief Executive

1.0 Introduction

The Settlement Agreements Policy is due its periodic review. The policy has also been reviewed by the JCC.

2.0 Policy Review

A review of the Settlement Agreements Policy was carried out by the Executive Support Officer (HR) in line with EVH's model policy. Some minor changes were required which are tracked in the attached **Policy Document**.

3.0 EVH Update

EVH have since carried out a further review of the model policy since the JCC carried out their review. They have recommended building flexibility into the wording regarding the sum to be paid under a Settlement Agreement. This change can be seen in tracked changes under Section 3.2.

EVH explained that although it is unlikely any payment would exceed the maximum amounts under the redundancy entitlements, it could be the case for employees with shorter periods of service which is why this update has been made.

Recommendation

The Management Committee is asked to approve the revised Settlement Agreements Policy.

GROUP POLICY

Date Issued September 2019

Last Review Date ~~n/a~~August 2024

Department Corporate

Title **Settlement Agreements**

Objective To describe our arrangements for dealing with settlement agreements

Responsible Chief Executive

Next Review Date ~~September 2024~~August 2029

1.0 INTRODUCTION

- 1.1 We expect that our existing range of employment policies will be able to successfully resolve the majority of workplace disputes, and business challenges we may face. However, we also acknowledge that there may be occasions when “Settlement Agreements” can be considered when unique situations, that our policies do not directly provide for, arise.
- 1.2 Our aim is to resolve disputes sensibly and minimise the use of Settlement Agreements. Where they are used, we will ensure that conditions contained within them are restricted to those necessary to deal with the industrial relations, business challenge and employment law issues concerned. We will also seek value for money in any agreement(s) we conclude.

2.0 BACKGROUND

- 2.1 Settlement Agreements (formerly known as Compromise Agreements) are one way in which employers and employees (or former employees) mutually agree to deal with local disputes and business challenge issues that may otherwise have had potential to reach an Employment Tribunal (or other court).
- 2.2 Settlement Agreements will often be used to bring the employment relationship to an end in a conclusive and binding manner. However, they can also be used to deal with other types of workplace issue we may have from time to time, such as: changes to working patterns; disputes over overtime arrangements; introduction of new grading systems and similar.
- 2.3 We would expect our existing mechanisms within our Terms & Conditions (such as Redundancy, Retirement, Grievance, Discipline,

Company Sick Pay, Notice Provisions and similar), along with our local / national negotiating frameworks to provide methods to deal with the majority of such matters.

- 2.4 However, without implying any sense of entitlement, we do reserve the right to resolve employment disputes using Settlement Agreements where we consider it sensible to do so. For example, we may include using these as a further safeguard in ~~cases of mass redundancies~~redundancy situations. We may also consider their use where the employment relationship with one of our employees has irretrievably broken down; or, where it has broken down between employees – and where none of our existing policies offer an obvious method to resolve the problem.
- 2.5 We accept that in all cases any agreement struck must be entered into voluntarily by the employee(s), and that they must also have received suitable advice from an appropriately qualified and indemnified person.

3.0 CONTENTS OF ANY AGREEMENT

- 3.1 Disputes in which employees are remaining in our employment may be settled with a variety of monetary and/or other provisions as are pertinent to the matters at hand – overtime pay rates may be altered; small monetary sums may be agreed to effect a change in working practices; changes to shift working patterns may be agreed, and such like.
- 3.2 Where a dispute results in the employee leaving our employment (or a similar issue with a former employee resulting in their waiving any rights to approach an employment tribunal) the main tool in settling the matter will generally be to pay an agreed financial sum to the employee. In this regard we will always aim to keep such payments reasonably low (albeit keeping in mind the depth and complexity of the particular dispute) and any such payment would not normally exceed the maximum payment an employee would receive. ~~In no circumstances will the total value of any payment exceed the upper limit achievable~~ (weeks' pay basis) within our local arrangements on redundancy pay. That amount aside, we also acknowledge the additional need to pay contractual elements as may be due, such as notice pay and outstanding holiday pay. Any agreement we strike will separate the various payments and will identify clearly those elements (and their value) which will be subject to income tax and national insurance contributions in the normal way.
- 3.3 From time to time, and in the light of particular circumstances faced, we may consider including other "one-off" components within an agreement. For example, we may waive our right to reclaim training costs made on behalf of the employee concerned; or, come to an arrangement over the employee not having to return company property or vehicles we had provided. This list is not exhaustive but, in all cases, the realistic value of such items will be taken into account (and form a part of) the overall limits we have set out above.

- 3.4 We will also offer a factual reference where asked to do so. Such reference will state the start and end dates of employment with us, the post title, and the applicable salary range. Our reference will not allude to the level of performance, nor the reason the employment came to an end.
- 3.5 We will also include the expected provisions confirming that both parties will maintain suitable confidentiality in relation to the terms of the agreement and the requirement not to disclose these. However, we will restrict such provisions to cover those matters that are normally confidential within an industrial relations framework, or those that are otherwise specifically contained within the spirit of the General Data Protection Regulations framework. We will not include restrictions on disclosing matters beyond – particularly such issues that are undeniably of wider public interest / whistleblowing.

4.0 CONCLUDING AGREEMENTS

- 4.1 We acknowledge that no agreement may be struck unless the employee(s) concerned have received advice from a suitably qualified and indemnified adviser – such as an authorised / certified trade union person, an authorised / certified advice worker, or a lawyer. We will not permit the employee to use any adviser who is also acting for us. Where the adviser charges the employee a fee, we will cover that cost up to the value of ~~£250-500~~ plus VAT. Where the fee is higher than this, then the employee will be responsible for paying the balance. Such sum as we pay in this regard will be over and above the overall limits we have earlier set out.
- 4.2 From our side we may use any resource* who we feel is best able to conclude the agreement on our behalf, for example our own internal HR team, an external HR service, an ACAS official, or an employment lawyer. We may also mix and match – for example our HR people may deal with the difficult “negotiations” stage before passing the matter onto another adviser / ACAS official / lawyer to write up the formal agreement paperwork.

* We may be compelled to take formal legal advice prior to concluding a Settlement Agreement.

5.0 COSTS INVOLVED

- 5.1 Aside from the value of any payments made to employees, we will seek value for money in the cost involved in executing any agreement. Wherever possible we will have undertake the work internally*. If we do not have internal capacity, we will seek support from other external HR advisers, or from our lawyers. Where the matter has reached ACAS Pre-Employment Tribunal conciliation we will use the (free) ACAS service in concluding any agreement – unless we feel that the matters are so complex as to warrant our substituting our own agreement paperwork

(bearing in mind that this may undo any good will built up with the employee / ACAS officials in getting to a “yes” position).

* We may be compelled to take formal legal advice prior to concluding a Settlement Agreement.

5.2 Due to the expected limited use, we will sense check likely costs involved each time we execute a Settlement Agreement with ~~our~~ advisors. We are aware that EVH, and others, may be able to offer information on what a variety of advisers typically charge.

6.0 EQUALITIES IMPACT

6.1 We do not see this policy as having any direct impact upon the protected characteristics contained within the Equality Act 2010. We will however be mindful in the way we select those unresolved disputes / business challenge issues to route via the Settlement Agreement method.

6.2 We will also be mindful of the way in which we present this option to employees and the language we use when discussing any proposition with them. By extension we will avoid holding any assumptions that may be viewed to be discriminatory, and/or taking actions which could be perceived as victimising the employee(s) concerned.

6.3 We will also take account of the advice contained within the EVH “Pre-termination Discussions & Settlement Agreements” Information Note (~~May 2019~~February 2023); along with the information contained within the ~~relevant ACAS Guide (December 2018).~~ACAS Code of Practice.

7.0 POLICY REVIEW

7.1 The Chief Executive will ensure that this policy is reviewed at least every five years and that any amendments required are submitted to the Management Committee for approval.

Whistleblowing Policy

Report by Martin Pollhammer, Chief Executive

1.0 Introduction

The Whistleblowing Policy is due its periodic review. The policy has been reviewed by the JCC.

2.0 Policy Review

A review of the Whistleblowing Policy was carried out by the Executive Support Officer (HR) in line with EVH's model policy. Some minor changes were required to the existing information, which are tracked in the attached **Policy Document**.

A more significant change can be seen at section 6.2 of the policy. This change details the addition of an internal appeals process prior to an external appeal for individuals dissatisfied with the action taken on their concerns.

3.0 JCC Review

When carrying out the desktop review, it was found that Sections 5.1.4 to 5.1.7 had been removed from the EVH model policy. A discussion took place at the JCC meeting regarding whether the Staff Representatives felt it was beneficial for these to remain in the policy or if they should be removed. It was agreed that they should remain, and the Management Committee representatives on JCC also agreed, therefore these sections have been retained.

Recommendation

The Management committee is asked to approve the revised Whistleblowing Policy.

GROUP POLICY

Date Issued	February 2000
Last Review Date	August 2019 <u>2024</u>
Department	Management
Title	Whistleblowing
Objective	To describe our arrangements for enabling staff and Management Committee/Board Members to bring directly to our attention issues of concern regarding malpractice within the Group in an open and supportive environment.
Responsible	Chief Executive
Next Review Date	August 2024 <u>2029</u>

1.0 INTRODUCTION

- 1.1 We are committed to the highest standards of openness, probity and accountability. We (and others that we deal with) are often the first to realise that there may be something seriously wrong. We expect those who have serious concerns about any aspect of our work to come forward and speak up without fear of reprisal. We recognise that it is an important aspect of accountability and transparency to ensure that no one feels at a disadvantage in raising legitimate concerns.
- 1.2 The Public Interest Disclosure Act 1998, ~~which came into effect in 1999~~, gives legal protection to members of staff against being dismissed or penalised by us as a result of publicly disclosing certain serious concerns. These concerns must be made in the 'public interest' as per the Enterprise and Regulatory Act 2013. In addition if a disclosure is not made in 'good faith' this will still be considered by an employment tribunal but compensation can be reduced by up to 25% in such circumstances.
- 1.3 Employers may also be held vicariously liable for staff who victimise colleagues for making a disclosure. We will take all reasonable steps to protect staff from being victimised.
- 1.4 All staff, contractors, other bodies, agency staff, etc. working for ~~us on our premises or acting on behalf of us~~ are covered by this policy. The policy also applies to suppliers and those providing services under a contract.

- 1.5 If you are a customer, member of the public or other service user, you should raise any concerns regarding “Whistleblowing” directly with the Chief Executive, or in writing marked ‘Private and Confidential’ FAO Martin Pollhammer, Chief Executive.

If the concerns are regarding the Chief Executive or are in any way related to the actions of the Chief Executive, they should be raised in writing marked ‘Private and Confidential’ FAO the Chair of the Management Committee/Board.

- 1.6 The organisation will treat your personal data in line with our obligations under the current data protection regulations and our own Privacy Policy. Information regarding how your data will be used and the basis for processing your data is provided in our fair processing notices.

2.0 SCOPE OF POLICY

- 2.1 This policy is designed to enable all our staff and Management Committee/Board Members to raise concerns internally and at a high level and to disclose information that they believe shows malpractice or impropriety.

- 2.2 We have a Dignity at Work policy along with grievance and disciplinary procedures within our EVH terms and conditions. This policy is intended to cover concerns that might be in the public interest and may (at least initially) be investigated separately, but might then lead to the use of these procedures. These concerns might include:

- Financial malpractice, impropriety or fraud
- Failure to comply with a legal obligation or Statutes
- Dangers to health and safety or the environment
- Criminal activity involving the Group, its staff, committee/board member or stakeholders
- Professional malpractice
- Improper conduct or unethical behaviour
- Failure to meet legal obligations
- Abuse of power of status
- Deliberate attempts to conceal any of the above

3.0 LEGAL FRAMEWORK

- Public Interest Disclosure 1998
- Enterprise & Regulatory Act 2013

4.0 SAFEGUARDS

4.1 *Protection*

4.1.1 This policy offers protection to members of staff and Management Committee/Board Members who disclose concerns provided the disclosure is made:

- In the public interest
- To an appropriate person/body
- That the Individual has reasonable belief in the validity of the concerns being raised

4.1.2 We will not tolerate any harassment or victimisation (including informal pressures) and will take appropriate action to protect the individual when they raise a concern with the above provisions acknowledged.

4.2 *Confidentiality*

4.2.1 All concerns will be treated in confidence and every effort will be made not to reveal the individual's identity if they so wish. However, at the appropriate time the individual may need to come forward as a witness.

4.3 *Anonymous Allegations*

4.3.1 We would encourage individuals to put their names to any disclosures they make. Concerns expressed anonymously are much less robust, but will be considered at the discretion of the Chief Executive.

4.4 *Untrue Allegations*

4.4.1 If an individual makes an allegation that is not confirmed by the subsequent investigation, it is probable that no action will be taken against them. However, if the individual makes an allegation that is deemed to be made 'in bad faith' i.e frivolously, maliciously or for personal gain, disciplinary action may be taken against them and this may be up to and including dismissal. It should also be noted that under the provisions of the Enterprise and Regulatory Act 2013, if a disclosure is in 'bad faith' this will still be considered by an employment tribunal but compensation can be reduced by up to 25% in such circumstances.

5.0 HOW TO RAISE A CONCERN

5.1 *First Step*

5.1.1 Any staff member should normally raise concerns with their line manager who will pass the information on as soon as is reasonably possible to the Chief Executive.

5.1.2 Any complaints will be investigated by the Chief Executive unless the complaint is against the Chief Executive or is in any way related to the actions of the Chief Executive. In such cases, the complaint should be passed to the Chair of the Management Committee/Board who will in turn appoint an independent person to investigate the allegations.

5.1.3 Although the individual is not expected to prove beyond doubt the truth of an allegation, they will need to demonstrate that there are reasonable grounds for their concern.

5.1.43 The complainant has the right to bypass the line management structure and take their complaint direct to the Chair of the Management Committee or Board. The Chair has the right to refer the complaint back to management if they feel that the management, without any conflict of interest, can more appropriately investigate the complaint

5.1.54 Where the staff member feels they cannot raise their concern through the line management structure or the Chair of the Management Committee, then they may raise this with the Internal and External Auditors.

5.1.65 Any Management Committee or Board Member who has a concern should raise this in the first instance with the Chair of the Management Committee or Board who will investigate. If they feel that they are unable to do this, they may raise their concerns with the Internal and External Auditors.

5.1.76 Staff Members and Management Committee or Board Members can also obtain advice regarding their concerns, in confidence, by contacting one of the bodies in **Appendix 1**.

5.2 *Communicating the Disclosure*

5.2.1 Although the person making the allegation is not expected to prove beyond doubt the truth of an allegation, they will need to demonstrate to the person investigating that there are reasonable grounds for their concern.

5.2.2 Concerns may be raised verbally or in writing. Anyone making a written report is invited to use the following format:

- The background and history of the concern (giving relevant dates)

- The reason why there is concern about the situation

The earlier they express their concern, the easier it is to action. The amount of contact between the persons considering the issues and the individual will depend on the nature of the matters raised, the potential difficulties involved and the clarity of the information provided. If necessary, we will seek further information from the individual concerned.

5.2.3 Where any meeting is arranged, the individual can be accompanied by a trade union representative and also have the meeting off-site if they so wish.

5.3 Process

5.3.1 On receipt of a disclosure the Chief Executive or Chair will consider the information made available to them and decide on the form of investigation to be undertaken. This may be to:

- Investigate the matter by management, internal audit, or through the disciplinary process
- Refer the matter externally to the external auditor or the police
- Contact an appropriate regulatory body
- Call for an independent inquiry

5.3.2 Some concerns may be resolved by agreed action without the need for investigation. If urgent action is required this will be taken before any investigation is conducted.

5.4 Timescales

5.4.1 Once the investigator has completed the investigation it will be given to the individual who instructed the investigation. The person who reaches the decision on the matter will not carry out the investigation. They will write to the individual concerned within ten working days of a disclosure being made who raised the concern as soon as possible. They will:

- Acknowledge that the concern has been received
- Indicate how the matter will be dealt with
- Give an estimate of how long it will take to provide a final response
- Supply the individual with information on staff support mechanisms
- Tell the individual whether further investigations will take place and if not, why not

- 5.4.2 Where any meetings are arranged, the person who raised the concern can be accompanied by a trade union representative and also have the meeting off-site if they so wish.

6.0 OUTCOMES OF INVESTIGATIONS

- 6.1 Once ~~all facts are established~~ the investigation has been completed, the Chief Executive or Chair of the Management Committee/or Board will decide what action to take. If there are reasonable grounds to substantiate the complaint~~If the complaint is justified~~, then they will invoke the right action in accordance with the appropriate policy or procedure.

~~Alternatively the disclosure may be referred to an external body. This may also include referral to an external body or regulator.~~

- 6.2 We hope the individual will be satisfied with any action taken. Where an individual feels that their concern has not been dealt with appropriately, they can appeal the decision internally to the Chair of the Audit Committee (who should not be an office bearer). If, after appealing internally the individual is still not satisfied with the outcome, they can raise the issue with the appropriate external regulatory body as outlined in Appendix 1.
~~If they are not and feel it is right to take the matter outside the Group, Appendix 1 provides a list of Prescribed Persons to contact and Further Sources of Information.~~

7.0 REVIEW

- 7.1 The Chief Executive will ensure that this policy is reviewed every five years by the Management Committee.

Appendix 1

List of Prescribed Persons

Scottish Housing Regulator

Tel: 0141 242 5642

www.housingregulator.gov.scot

Environmental Health

Tel: 01620 827827

www.eastlothian.gov.uk

Health and Safety Executive

Tel: 0300 003 1747

www.hse.gov.uk

The Scottish Government

Tel: (general): 0300 244 4000

www.gov.scot

Further Sources of Information

ACAS

Helpline: 0300 123 1100

www.acas.org.uk

Protect (formerly Public Concern at Work)

Tel: 020 3117 2520

www.protect-advice.org.uk

Unite

Tel: (Edinburgh): 0131 556 9676 (Glasgow): 0141 404 5424

www.unitetheunion.org

Privacy Policy Review

Report by Karen Barry, Director of Housing – for Approval

1.0 Introduction

Alongside the first phase of the Artificial Intelligence (AI) Wyser Project, it was agreed that the Association's solicitors, Anderson Strathern, should review ELHA's Privacy Policy.

2.0 Proposed Changes

Proposed changes are self-explanatory, mainly for clarity and have been tracked on the **Policy Document** attached to this report

Key changes include:

- Section 3.1.2 - Sets out all special categories of personal data
- Sections 4.3.2 and 13.1.1 - Has been changed to state that anyone requesting information about their personal data can do so verbally as well as in writing
- Appendix 1, Fair Processing Notice - A bullet point has been added to the Sharing of Your Information section to state that ELHA will share information with Wyser
- Appendices 2 and 3 have been added and are the Fair Processing Notices used for staff, and by Care & Repair
- Appendices 4 & 5 are explicit consent forms which are required to be for signed by the data subject to give consent for the collection and sharing of Special Category Data

Recommendation

The Management Committee is asked to approve the revised Privacy Policy.

ELHA POLICY

Date Issued	May 2018
Last Reviewed	February-August 2024
Department	Corporate
Title	Privacy Policy
Objective	To ensure secure and safe data management, processing and storage
Responsible	Compliance Group
Next Review Date	February-August 2029

1.0 Introduction

- 1.1 We are committed to ensuring the secure and safe management of data we hold for our customers, staff and other individuals. Our staff members have a responsibility to comply with the terms of this Policy, and to manage individuals' data in accordance with this Policy and any documentation referred to.
- 1.2 We gather and use certain information about tenants, service users, our staff and other individuals who we have a relationship with. We manage a significant amount of [personal](#) data, from a variety of sources. This ~~data contains Personal Data and includes what are known as 'Special Categories of Personal Data under the UK GDPR (see section 3.1.2) Sensitive Personal Data (known as Special Categories of Personal Data under the GDPR).~~
- 1.3 This Policy sets out how we look after Personal Data, our duties in processing that data, and the procedures for the management of such data.

2.0 Legislation

- 2.1 It is a legal requirement that we process [Personal dData](#) correctly and that we collect, handle and store ~~p~~[Personal information-Data](#) in accordance with the relevant legislation.
- 2.2 The relevant legislation in relation to the processing of data is:
 - (a) The ~~retained EU law version of the UK~~ General Data Protection Regulation ~~(EU) 2016/679~~ ("the UK GDPR") as defined in the Data Protection Act 2018.
 - (b) The Data Protection Act 2018 (and regulations made thereunder)

- (c) The Privacy and Electronic Communications Regulations 2003 (as ~~may be~~ amended).
- (d) All other legislation and regulatory requirements in force from time to time which apply ~~to a party relating to the~~ use processing of Personal Data.

3.0 Data

3.1 We hold a variety of Personal Data relating to individuals, including customers and employees (~~also collectively~~ referred to as 'Data Subjects') ~~which is known as Personal Data~~. The Personal Data held and processed by us is detailed within the Fair Processing Notice and the Data Protection Addendum of the Terms of and Conditions of Employment which has been provided to all employees.

3.1.1 Personal Data is that from which a living individual can be identified either by that data alone, or in conjunction with other data held by us.

3.1.2 We also hold Personal Data that is sensitive in nature (i.e. relates to or reveals a data subject's racial or ethnic origin, religious or philosophical beliefs, political opinions, trade union membership, relates to physical or mental health, sex life or sexual orientation, genetic data, or biometric data used for identification purposes). These are collectively called This is "Special Categories of Personal Data" or "Sensitive Personal Data" and require higher levels of protection.

3.1.3 We also collect, use, and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data could be derived from a Data Subject's Personal Data but is not considered Personal Data in law, as this data will not directly or indirectly reveal their identity. For example, we may aggregate Usage Data to calculate the percentage of users to elha.com accessing a specific website feature. However, if we combine or connect Aggregated Data with their Personal Data so that it can directly or indirectly identify an individual, we treat the combined data as Personal Data, which will be used in accordance with this Privacy Policy.

3.1.4 Where we need to collect Personal ~~Information Data~~ by law, or under the terms of a contract we have with a Data Subject, and they fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with them (for example, to be able to provide goods or services). In this case, we may have to cancel a product or service a Data Subject has with us, but we would notify them if this is the case at the time.

4.0 Processing of Personal Data

4.1 We are permitted to process Personal Data ~~on behalf of/about~~ Data Subjects provided we are doing so on one of the following grounds:

- Processing with the consent of the Data Subject (see Section 4.4)
- When processing is necessary for the performance of a contract between us and the Data Subject or for entering into a contract with the Data Subject
- When processing is necessary when complying with a legal obligation
- ~~To help investigate any complaints a Data Subject may have about our service~~
- When processing is necessary to protect the vital interests of the Data Subject or another person
- When processing is necessary for the performance of a task carried out in the public interest or in the exercise of any official duties
- When processing is necessary for the purposes of our, or someone else's, legitimate interests, and these don't override the rights and freedoms of the Data Subject. For example, it is in our legitimate interests to investigate a customer's complaint about our service.

4.2 Fair Processing Notices

4.2.1 All new tenants ~~sign are provided with~~ our Fair Processing Notice (FPN) which is also available to all our customers on elha.com. Our FPN is available to all our customers from the outset of processing their Personal Data. See Appendix 1.

4.2.2 All new staff are issued with a FPN with their contract. See Appendix 2.

4.2.3 All Care and Repair clients are issued with an FPN from the outset of processing their Personal Data. See Appendix 3.

4.2.4 Our FPN's sets out the Personal Data processed by us and Care & Repair, and the basis for that Processing.

4.3 Employees

4.3.1 Staff Personal Data, ~~and, where applicable including,~~ Special Categories of Personal Data ~~or Sensitive Personal Data~~, is held and processed by us. Details of the data we hold and processing of that data is contained in the Employee Fair Processing Notice which is given to staff at the same time as their Contract of Employment.

4.3.2 Staff members requesting copies of their Personal Data held by us ~~must~~ may ask for this verbally or in writing from their Line Manager or the Data Protection Officer.

4.4 Consent

4.4.1 Sometimes we will require consent when processing Personal Data where no other alternative ground for processing is available. The consent provided by the Data Subject must be freely given and we will ask them to sign a consent form if they are willing to consent. Any consent we obtain must be for a specific and defined purpose (i.e. general consent cannot be sought).

4.4.2 Where consent is being relied on, Data Subjects are free to withhold their consent or withdraw it at any time in the future.

4.5 Processing of Special Category ~~Personal Data~~ ~~or Sensitive Personal Data~~

4.5.1 In the event that we process Special ~~Category~~ Categories of Personal Data ~~or Sensitive Personal Data~~, we must do so in accordance with one of the following grounds of processing:

- The Data Subject has given explicit consent to the processing of this data for a specified purpose:
- It is necessary for carrying out obligations or exercising rights related to employment or social security
- It is necessary to protect the vital interest of the Data Subject or, if the Data Subject is incapable of giving consent, the vital interests of another person
- It is necessary for the establishment, exercise, or defence of legal claims, or whenever court are acting in their judicial capacity
- It is necessary for reasons of substantial public interest under law

4.5.2 ~~We~~ may process ~~s~~Special ~~e~~Category ~~d~~Data when providing ~~S~~services in which case customers will be asked to provide explicit consent by signing the appropriate forms attached at Appendix 4 & 5.

~~4.5.3 Similarly, our Care & Repair Service may also process Sspecial eCategory dData and customers will be asked to provide explicit consent by signing forms found at Appendix 6 consent to storage and sharing of information, Appendix 7, Consent for Repair and Improvements & Appendix 8, Consent for Adaptations.~~

4.5.3 Personal Data is from time to time shared amongst us and third parties who require to process Personal Data that we process as well (e.g. These Homes). Both we and the third party will be processing that data in our individual capacities as data controllers.

4.5.4 Where we share in the processing of Personal Data with a third party organisation (e.g. for processing of an employees' pension), we shall require the third party organisation to enter into a Data Sharing Agreement with us.

5.0 Data Sharing

5.1 ~~Who we share our data with and why, is set out in the Fair Collection Notices (See Appendices 1,2,& 3). We share data v_arious third parties for numerous reasons~~ in order that our day to day activities are carried out in accordance with our relevant policies and procedures. In order that we can monitor compliance by these third parties with Data Protection laws, we will require the third party organisations to enter into an Agreement with us governing the processing of data, security measures to be implemented and responsibility for breaches.

5.2 Personal Data Sharing

~~5.2.1 Personal Data is from time to time shared amongst us and third parties who require to process Personal Data that we process as well. Both we and the third party will be processing that data in our individual capacities as data controllers.~~

~~5.2.2 Where we share in the processing of Personal Data with a third party organisation (e.g. for processing of an employees' pension), we shall require the third party organisation to enter in to a Data Sharing Agreement with us.~~

5.23 Data Processors

5.23.1 A Data Processor is a third party entity that processes Personal Data on behalf of us and are frequently engaged if some of our work is outsourced (for example, maintenance and repair works).

5.23.2 A Data Processor must comply with Data Protection laws. Our Data Processors must ensure they have appropriate technical security measures in place, maintain records of processing activities and notify us if a data breach is suffered.

5.23.3 If a Data Processor wishes to sub-contract their processing, prior written consent from us must be obtained. Upon a sub-contracting of processing, the Data Processor will be liable in full for the data protection breaches of their sub-contractors.

5.23.4 Where we contract with a third party to process Personal Data held by us, we must include specific instructions on what the processor may and may not do with the personal data, and arrangements for our respective obligations. ~~shall require the third party to enter in to a Data Processing Agreement with us.~~

6.0 Data Storage and Security

- 6.1 All Personal Data held by us must be stored securely, whether electronically or in paper format.

We have put in place appropriate security measures to prevent Personal Data from being accidentally lost, used, or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to a person's Personal Data to those employees, agents, contractors and other third parties who have a business need to know. They will only process Personal Data on our instructions, and they are subject to a duty of confidentiality.

6.2 Paper Storage

- 6.2.1 If Personal Data is stored on paper, it should be kept in a secure place where unauthorised personnel cannot access it. Employees should make sure that no Personal Data is left where unauthorised personnel can access it. When the Personal Data is no longer required it must be disposed of by the employee to ensure its destruction.

6.3 Electronic Storage

- 6.3.1 Personal Data stored electronically must also be protected from unauthorised use and access. Examples of our security include:

- Password protection of documents if appropriate
- Controlling access to systems and networks allows us to stop people who are not allowed to view ~~your personal information~~ the Personal Data we hold from getting access to it
- Training our staff to ~~allow us to~~ make them aware of how to handle ~~information~~ Personal Data and how and when to report when something goes wrong
- Regular testing of our technology and ways of working including keeping up to date on the latest security updates (commonly called patches).

- 6.3.2 If Personal data is stored on removable media (CD, DVD, USB memory stick) then that removable media must be encrypted and stored securely at all times when not being used. Personal Data should not be saved directly to mobile devices and should be stored on designated drives and servers.

7.0 Breaches

- 7.1 A data breach can occur at any point when handling Personal Data. We have ~~procedures~~ in place ~~procedures~~ to deal with any suspected Personal Data breach and will notify the Data Subject and any regulator of a breach where we are legally required to do so.

Anyone suspecting that their personal information or that of others may have been at risk of a data protection breach should tell us by reporting it to enquiries@elha.com

7.2 Internal Reporting

7.2.1 We take the security of [Personal eData](#) very seriously and in the unlikely event of a breach will take the following steps:

- As soon as the breach or potential breach has occurred, and in any event on the same working day that it has occurred, our Data Protection Officer (DPO) must be notified in writing of (i) the breach; (ii) how it occurred; and (iii) what the likely impact of that breach is on any Data Subject(s)

- We will seek to contain the breach by whatever means available.

Our DPO must consider whether the breach is one which requires to be reported to the Information Commissioner's Office (ICO) and all Data Subjects affected. If a breach poses a risk to the rights and freedoms of a Data Subject then our DPO will report any such breaches to the ICO within 72 hours of it being reported.

- We will notify third parties in accordance with the terms of any applicable Data Sharing Agreements.

8.0 Data Protection Officer ("DPO")

8.1 A Data Protection Officer is an individual who has an over-arching responsibility and oversight over compliance by us with Data Protection laws. We have elected to appoint [Jackie Robinson, Service Manager, R3 Repairs Limited as our Data Protection Officer. The DPO can be contacted on 01620 825032 or \[enquiries@elha.com\]\(mailto:enquiries@elha.com\). ~~whose details are noted on our website and contained within our Fair Processing Notice.~~](#)

8.2 Our DPO is responsible for:

- Monitoring our compliance with Data Protection laws and this Policy
- Co-operating with and serving as our contact for discussions with the ICO
- Reporting breaches or suspected breaches to the ICO and Data Subjects

8.3 The DPO will be a member of the Compliance Group who monitor and report on overall data protection issues within the Group.

9.0 Third-Party Marketing

9.1 We do not share Personal Data with any their party for marketing purposes.

10.0 Opting Out (elha.com)

10.1 Data Subjects can ask us to stop sending marketing messages at any time by following the opt-out links on any marketing message sent to them or by contacting us at any time.

10.2 If a Data Subject has an account with us they can also opt out by logging into the website and checking or unchecking relevant boxes to adjust their marketing preferences.

10.3 Where a Data Subject opts out of receiving marketing messages, this will not apply to Personal Data provided to us as a result of service purchase or other transactions.

11.0 Cookies (elha.com & These Homes)

11.1 A cookie is a piece of data from a website that is stored within a web browser that the website can retrieve at a later time. Cookies are used to tell the server that users have returned to a particular website. When users return to a website, a cookie provides information and allows the site to display selected settings and targeted content. Data Subjects can set their browser to refuse all or some browser cookies, or to alert them when websites set or access cookies. If a Data Subject disables or refuses cookies, they should note that some part of these websites may become inaccessible or not function properly. For more information about Cookies please refer to our [Cookie Policy](#).

12.0 Change of Purpose

12.1 We will only use Personal Data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. A Data Subject can contact us at our Head Office if they require an explanation as to how the processing for the new purpose is compatible with the original purpose.

12.2 If we need to use a Data Subject's Personal Data for an unrelated purpose, we will notify them and will explain the legal basis which allows us to do so.

12.3 We may process Personal Data without a Data Subject's knowledge or consent, in compliance with the above rules, where this is required or permitted by law, [e.g. information shared with the police or social work because of suspected tenant abuse or neglect](#).

13.0 Data Subject Legal Rights

13.1 Under certain circumstances, Data Subjects have rights under data protection laws in relation to Personal Data. Data Subjects have the right to:

13.1.1 Request Access to Personal Data (Subject Access Requests)

Data Subjects can view their Personal Data held by ~~making a written~~ or verbal request (a Subject Access Request). -If someone asks a staff member for some or all of the information we hold about them, the staff member must email that information as well the person's name and contact details to the DPO without delay. We must respond to the Subject Access Request within one month of the date of receipt of the request and:

- We must provide the Data Subject with an electronic or hard copy of the personal data requested, unless any exemption to the provision of that data applies in law
- Where the Personal Data comprises data relating to other Data Subjects, we must take reasonable steps where it is appropriate to ~~obtain~~ seek consent from those Data Subjects to the disclosure of that Personal Data to the person who has made the Subject Access Request
- Where we do not hold the Personal Data sought by the Data Subject, we must confirm that we do not hold any Personal Data sought by them as soon as practicably possible, and in no later than one month from the date on which the request was made

It should be noted that for most tenants, all the Personal Data we hold can be viewed in their My Home account, by accessing the My Documents section of their My Home account. This contains copies of all the documents we hold, have issued or have received in relation to that tenancy. Only documents or data that would be fully or partially redacted (if requested) are not kept in these folders. This means that for the majority of tenants, a Subject Access Request is not necessary in order to see the Personal Data we hold.

Applicants registered with These Homes can access their Personal Data by logging into their registration.

13.1.2 Request Erasure (The Right to be Forgotten)

A Data Subject can ask us to delete or remove Personal Data where there is no good reason for us continuing to process it. They have the right to ask us to delete or remove their Personal Data where they have successfully exercised their right to object to processing (see Section 13.1.3), where we may have processed their information unlawfully or where we are required to erase their Personal Data to comply with local law. However, it should be noted that we may not always be able to comply with a Data Subject's

request of erasure for specific legal reasons which we will notify them of, at the time of their request.

13.1.3 Object to Processing

A Data Subject may object to processing of their data where we are [performing a public task in the public interest \(i.e. providing social housing\)](#) or relying on ~~a-our~~ legitimate interested (or those of a third party) and there is something about their particular situation which makes them ~~m~~ [Data Subject](#) want to object to processing on this ground as they feel it impacts on their fundamental rights and freedoms. ~~In some cases, we may demonstrate that we have compelling legitimate grounds to process their information which overrides their rights and freedoms~~ [to object.](#)

The Data Subject also has a right to object where we are processing their Personal Data for direct marketing purposes. [In this case, we must stop sending them direct marketing material as soon as possible.](#) ~~In some cases, we may demonstrate that we have compelling legitimate grounds to process their information which overrides their rights and freedoms.~~

13.1.4 Request Correction

A Data Subject may request correction of the Personal Data we hold about them. This enables them to have any incomplete or inaccurate data we hold about them corrected, though we may need to verify the accuracy of the new data provided to us.

13.1.5 Request Transfer

A Data Subject may request the transfer of their Personal Data to them or a third party. We will provide the Personal Data in a structured, commonly used, machine readable format. Note this this right only applies to automated information which the Data Subject initially provided consent for us to use or where we used the information to perform a contract with them.

13.1.6 Withdraw Consent

A Data Subject can withdraw consent at any time where we are relying on consent to process their Personal Data. However, this will not affect the lawfulness of any processing carried out before they withdraw consent. If the Data Subject withdraws their consent, we may not be able to provide certain products or services to them. We will advise them if this this the case at the time they withdraw their consent.

- 13.2 If a Data Subject wishes to exercise any of their rights set out above, they should contact us by sending an email to enquiries@elha.com, [contact us on 01620 825032](tel:01620825032) or write to us at our registered office address 18-20 Market Street, Haddington, East Lothian EH41 3JL. [If we receive a request by social media, we will ask the Data Subject to contact us by one of the above methods.](#)

- 13.3 We may need to request specific information from a Data Subject to help us confirm their identity and ensure their right to access Personal Data (or to exercise any of their other rights). This is a security measure to ensure that Personal Data is not disclosed to an-y person who has no right to receive it. We may also contact them to ask for further information in relation to their request to speed up our response.
- 13.5 Individuals will not have to pay a fee to access their Personal Data (or to exercise any of the other rights). However, we may charge a reasonable fee if their request is clearly unfounded, repetitive, or excessive. Alternatively, we could refuse to comply with their request in these circumstances.
- 13.6 We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if the request is particularly complex or the Data Subject has made a number of requests. In this case, we will notify the Data Subject and keep them updated.

14.0 Privacy Data Protection Impact Assessments (“DPIAs”)

- 14.1 DPIAs are a means of assisting us to identify and reduce the risks that our operations have on the personal privacy of Data Subjects.
- 14.2 We shall:
- Carry out a DPIA before undertaking a project or processing activity which poses a “high risk” to an individual’s privacy. High risk can include, but is not limited to, activities using information relating to health or race, or the implementation of a new IT system for storing and accessing Personal Data
 - In carrying out a DPIA, we will include a description of the processing activity, its purpose, an assessment of the need for the processing, a summary of the risks identified and the measures that it will take to reduce those risks, and details of any security measures that require to be taken to protect the Personal Data
- 14.3 We will need to consult with the ICO if a DPIA identifies a high level of risk which cannot be reduced. DPO will be responsible for such reporting, and where a high level of risk is identified by those carrying out the DPIA they require to notify the DPO within five (5) working days.

15.0 Archiving, Retention and Destruction of Data

- 15.1 We will only retain Personal Data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, statutory, tax accounting, or reporting requirements. We may

retain Personal Data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to the relationship we have with the Data Subject.

- 15.2 To determine the appropriate retention period for Personal Data, we consider the amount, nature and sensitivity of the Personal Data, the potential risk of harm from unauthorised use or disclosure of Personal Data, the purpose for which we process the Personal Data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting, or other requirements.
- 15.3 We will keep an individual's information for the duration of providing a service to them. When the service provided comes to an end we will keep Personal Data for a set time for auditing and reporting purposes, ad for legitimate interest purposes. After that time, we will either anonymise or destroy the information in line with our Data Retention Schedule.

16.0 Policy Review

- 16.1 The Compliance Group will review this Policy every five years, unless changes in law or practice require an earlier review. Any recommended changes to the Policy will be submitted to our Management Committee for approval.

East Lothian Housing Association

GDPR Fair Processing Notice

(How we use your personal information)

Introduction

This notice explains what information we collect, when we collect it and how we use it. During the course of our activities, we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how we will handle your information.

Who we are

East Lothian Housing Association is a Scottish Charity (Scottish Charity Number SC028900), a registered society under the Co-operative and Community Benefit Societies Act 2014 with Registered Number 2266R(S) and having our Registered Office at 18-20 Market Street, Haddington, EH41 3JL ("We" or "us"). We take the issue of security and data protection very seriously and strictly adhere to guidelines published in the General Data Protection Regulation (EU) 2016/679, together with any domestic laws subsequently enacted.

We are notified as a Data Controller with the Office of the Information Commissioner under registration number Z6072420 and we are the data controller of any personal data that you provide to us.

Our Data Protection Officer is Jackie Robinson, Service Manager, R3 Repairs Limited.

If you have any concerns or questions relating to this notice, our privacy practices or about how we look after your personal information please contact us by email to enquiries@elha.com or call us on 01620 825032.

How we collect information from you and what information we collect

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you.

- When you apply for housing with us, become a tenant, request services or repairs, enter in to a factoring agreement with ourselves or otherwise provide us with your personal details.
- When you apply to become a member.
- From your use of our online services, whether to report any tenancy / factor related issues, make a complaint or otherwise.
- From your arrangements to make payment to us (such as bank details, payment card numbers, employment details, benefit entitlement and any other income and expenditure related information).
- Request marketing to be sent to you.
- Give us feedback or contact us.
- **Automated technologies** or interactions. As you interact with our website, we will automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. Please see our cookie policy for further details.
- **Third parties** or publicly available sources. We will receive personal data about you from various third parties and public sources as set out below:
 - Benefits information, including awards of Housing Benefit and Universal Credit
 - Payments made by you to us
 - Complaints or other communications regarding behaviour or other alleged breaches of the terms of your contract with us, including information obtained from Police Scotland
 - Reports as to the conduct or condition of your tenancy, including references from previous tenancies, and complaints of anti-social behaviour.

We collect the following information about you:

- Name
- Address
- Telephone number
- Emergency Contact Details
- E-mail address
- National Insurance Number
- Bank account and payment card details
- Details about payments to and from you

- Next of Kin and family members
- Information about your health and that of family members
- Information about your tenancy including any complaints made by or about you
- Information about your employment, income and any benefits you receive
- Technical data such as internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website
- Usage data such as information about how you use our website, products and services
- Marketing and communication data such as your preferences in receiving marketing from us and our third parties and your communication preferences.

Why we need this information about you and how it will be used

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- To undertake and perform our obligations and duties to you in accordance with the terms of our contract with you
- To enable us to supply you with the services and information which you have requested
- To enable us to respond to any repair requests, housing applications and complaints made
- To analyse the information we collect so that we can administer, support and improve and develop our business and the services we offer
- To contact you in order to send you details of any changes to our products or services which may affect you
- For all other purposes consistent with the proper performance of our operations and business
- To contact you for your views on our products and services
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests
- Where we need to comply with a legal obligation.

Sharing of Your Information

We may disclose your information to other third parties who act for us for the purposes set out in this notice or for purposes approved by you, including the following:

- If we enter into a joint venture with or merge with another business entity, your information may be disclosed to our new business partners or owners
- If we instruct repair or maintenance works, your information may be disclosed to any contractor
- If we are investigating a complaint, information may be disclosed to Police Scotland, Local Authority departments, Scottish Fire & Rescue Service and others involved in any complaint, whether investigating the complaint or otherwise
- If we are updating tenancy details, your information may be disclosed to third parties (such as utility companies)
- To East Lothian Council in relation to:
 - Any application you may make for Housing Benefit
 - Council Tax - so that they can send your Council Tax Bill
 - Antisocial behaviour either by or against you
 - Re-housing Applications
 - Child protection (Social Work Department)
 - Adult protection (Social Work Department)
 - Tenancy Support
 - Criminal Justice
- If we are investigating payments made or otherwise, your information may be disclosed to payment processors, East Lothian Council and the Department of Work & Pensions
- To Payment Agencies such as your / our bank, and Allpay in connection with rent and other payments made to us
- With Experian to enable rent payments to count towards your credit rating
- If we are conducting a survey of our products and / or our service, sending information about our products and services, or are using our online help service, your information may be disclosed to third parties assisting in the compilation and analysis of the survey results, managing e-mail preferences, sending postal mailings or storing online chat records
- To Welfare Rights or advice services to enable them to offer you help

- To Support providers so that we can help you access support you may need to maintain your tenancy
- If we need to collect money owed to us (such as debt collectors);
- In the event that we need to take action against you for breach of your tenancy agreement (such as our solicitor)
- To other Landlords to provide tenancy references or when negotiating mutual exchanges or other re-housing options
- With Wyser Ltd, who provide a software system to us that uses speech recognition, help us transcribe calls to our service desk and Artificial Intelligence to help us automate some of our systems, to help improve our efficiency and out tenants experience.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

Transfers outside the UK and Europe

The majority of personal information is stored on systems in the UK. Where information is transferred outside the UK or EEA we ensure that there are adequate safeguards in place to protect your information in accordance with this notice, including the following:

- Survey Monkey, Used to collect survey information
- Live Person, Used for online chat records
- Mail Chimp, Used to send e-mails to multiple addresses

Security

When you give us information, we take steps to make sure that your personal information is kept secure and safe. Further information can be found in our Privacy Policy.

How long we will keep your information

We review our data retention periods regularly and will only hold your personal data for as long as is necessary for the relevant activity, or as required by law (we may be legally required to hold some types of information), or as set out in any relevant contract we have with you.

Our full retention schedule can be obtained on request by email to enquiries@elha.com or from our offices at 18-20 Market Street, Haddington, EH41 3JL.

Your Legal Rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data.

You have the right at any time to:

- **Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it (although most tenants can view all the data we hold in relation to their tenancy at any time by logging into their My Home account).
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your requested personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request restriction** of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- If you want us to establish the data's accuracy.
- Where our use of the data is unlawful but you do not want us to erase it.
- Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.
- You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you would like to exercise any of your rights above, please contact us by sending an email to enquiries@elha.com, or sending a letter to our registered office address at 18-20 Market Street, Haddington, EH41 3JL or calling us on 01620 825032.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK regulator for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

The Information Commissioner's contact details are noted below:

[The Information Commissioner's Office – Scotland](#)
[Queen Elizabeth House, Sibbald Walk, Edinburgh, EH8 8FT](#)
[Telephone: 0303 123 1115](#)
[Email: \[Scotland@ico.org.uk\]\(mailto:Scotland@ico.org.uk\)](#)

[The accuracy of your information is important to us - please help us keep our records updated by informing us of any changes to your email address and other contact details or by correcting the information in your My Home account.](#)

~~East Lothian Housing Association~~

~~GDPR Fair Processing Notice (How we use your personal information)~~

~~1.0 Introduction~~

~~This notice explains what information we collect, when we collect it and how we use it. During the course of our activities we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how we will handle your information.~~

~~2.0 Who we are~~

~~East Lothian Housing Association is a Scottish Charity (Scottish Charity Number SC028900), a registered society under the Co-operative and Community Benefit Societies Act 2014 with Registered Number 2266R(S) and having our Registered Office at 18-20 Market Street, Haddington, EH41 3JL (“We” or “us”). We take the issue of security and data protection very seriously and strictly adhere to guidelines published in the General Data Protection Regulation (EU) 2016/679, together with any domestic laws subsequently enacted.~~

~~We are notified as a Data Controller with the Office of the Information Commissioner under registration number Z6072420 and we are the data controller of any personal data that you provide to us.~~

~~Our Data Protection Officer is Jackie Robinson, Service Manager, R3 Repairs Limited.~~

~~Any questions relating to this notice and our privacy practices should be sent to enquiries@elha.com to be considered by our Compliance Group.~~

~~3.0 How we collect information from you and what information we collect~~

~~We collect information about you:~~

- ~~• When you apply for housing with us, become a tenant, request services or repairs, enter into a factoring agreement with ourselves or otherwise provide us with your personal details~~
- ~~• When you apply to become a member~~
- ~~• From your use of our online services, whether to report any tenancy / factor related issues, make a complaint or otherwise~~

- ~~From your arrangements to make payment to us (such as bank details, payment card numbers, employment details, benefit entitlement and any other income and expenditure related information)~~
- ~~From social media such as Facebook~~

~~We the following information about you:~~

- ~~Name~~
- ~~Address~~
- ~~Telephone number~~
- ~~Emergency Contact Details~~
- ~~E-mail address~~
- ~~National Insurance Number~~
- ~~Next of Kin and family members~~
- ~~Information about your health and that of family members~~
- ~~Information about your tenancy including any complaints made by or about you~~
- ~~Information about your employment, income and any benefits you receive~~

~~We receive the following information from third parties:~~

- ~~Benefits information, including awards of Housing Benefit and Universal Credit~~
- ~~Payments made by you to us~~
- ~~Complaints or other communications regarding behaviour or other alleged breaches of the terms of your contract with us, including information obtained from Police Scotland~~
- ~~Reports as to the conduct or condition of your tenancy, including references from previous tenancies, and complaints of anti-social behaviour~~

~~4.0 Why we need this information about you and how it will be used~~

~~We need your information and will use your information:~~

- ~~To undertake and perform our obligations and duties to you in accordance with the terms of our contract with you~~

- ~~○ To enable us to supply you with the services and information which you have requested~~
- ~~○ To enable us to respond to any repair requests, housing applications and complaints made~~
- ~~○ To analyse the information we collect so that we can administer, support and improve and develop our business and the services we offer~~
- ~~○ To contact you in order to send you details of any changes to our products or services which may affect you~~
- ~~○ For all other purposes consistent with the proper performance of our operations and business~~
- ~~○ To contact you for your views on our products and services.~~

~~5.0 — Sharing of Your Information~~

~~The information you provide to us will be treated by us as confidential and will be processed only within the UK/EEA. We may disclose your information to other third parties who act for us for the purposes set out in this notice or for purposes approved by you, including the following:~~

- ~~● If we enter into a joint venture with or merge with another business entity, your information may be disclosed to our new business partners or owners~~
- ~~● If we instruct repair or maintenance works, your information may be disclosed to any contractor~~
- ~~● If we are investigating a complaint, information may be disclosed to Police Scotland, Local Authority departments, Scottish Fire & Rescue Service and others involved in any complaint, whether investigating the complaint or otherwise~~
- ~~● If we are updating tenancy details, your information may be disclosed to third parties (such as utility companies)~~
- ~~● To East Lothian Council in relation to:~~
 - ~~○ Any application you may make for Housing Benefit~~
 - ~~○ Council Tax – so that they can send your Council Tax Bill~~
 - ~~○ Antisocial behaviour either by or against you~~
 - ~~○ Re-housing Applications~~
 - ~~○ Child protection (Social Work Department)~~

- ~~○ Adult protection (Social Work Department)~~
- ~~○ Tenancy Support~~
- ~~○ Criminal Justice~~

- ~~● If we are investigating payments made or otherwise, your information may be disclosed to payment processors, East Lothian Council and the Department of Work & Pensions~~
- ~~● To Payment Agencies such as your / our bank, and Allpay in connection with rent and other payments made to us~~
- ~~● With Experian to enable rent payments to count towards your credit rating. A copy of the Credit Reference Agency Information Notice (CRAIN) can be found at: <https://www.experian.co.uk/legal/crain>~~
- ~~● If we are conducting a survey of our products and / or our service, your information may be disclosed to third parties assisting in the compilation and analysis of the survey results~~
- ~~● To Welfare Rights or advice services to enable them to offer you help~~
- ~~● To Support providers so that we can help you access support you may need to maintain your tenancy~~
- ~~● If we need to collect money owed to us (such as debt collectors)~~
- ~~● In the event that we need to take action against you for breach of your tenancy agreement (such as our solicitor)~~
- ~~● To other Landlords to provide tenancy references or when negotiating mutual exchanges or other re-housing options.~~

~~Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.~~

~~6.0 Transfers outside the UK and Europe~~

~~Your information will only be stored within the UK and EEA.
In the very unlikely event where information is transferred outside the UK or EEA we ensure that there are adequate safeguards in place to protect your information in accordance with this notice.~~

~~7.0 Security~~

~~When you give us information we take steps to make sure that your personal information is kept secure and safe. Further information can be found in our Privacy Policy.~~

~~8.0 — How long we will keep your information~~

~~We review our data retention periods regularly and will only hold your personal data for as long as is necessary for the relevant activity, or as required by law (we may be legally required to hold some types of information), or as set out in any relevant contract we have with you.~~

~~Our full retention schedule can be obtained on request from our offices at 18-20 Market Street, Haddington, EH41 3JL.~~

~~9.0 — Your Rights~~

~~You have the right at any time to:~~

- ~~— Ask for a copy of the information about you held by us in our records (although most tenants can view all the data we hold in relation to their tenancy at any time by logging into their My Home account)~~
- ~~— Require us to correct any inaccuracies in your information~~
- ~~— Make a request to us to delete what personal data of yours we hold~~
- ~~— Object to receiving any marketing communications from us~~

~~If you would like to exercise any of your rights above please contact us at **18-20 Market Street, Haddington, EH41 3JL**~~

~~You also have the right to complain to the Information Commissioner's Office in relation to our use of your information. The Information Commissioner's contact details are noted below:~~

~~—— The Information Commissioner's Office — Scotland
45 Melville Street, Edinburgh, EH3 7HL
Telephone: 0131 244 9001
Email: Scotland@ico.org.uk~~

~~The accuracy of your information is important to us – please help us keep our records updated either by informing us of any changes to your email address and other contact details or by correcting the information in your My Home account.~~

Fair Processing Notice for Staff

Introduction

This notice explains what information we collect, when we collect it and how we use this. During the course of our activities, we will process personal data (which may be held on paper, in call recordings, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how we will handle your information.

The Association (“we” or “us”) is committed to a policy of protecting the rights of individuals with respect to the processing of their personal data and adhere the rules of the assimilated EU law version of the General Data Protection Regulation (EU) 2016/679 (“the UK GDPR”) and the Data Protection Act 2018. To carry out our activities and obligations as an employer, we may collect, store, and process personal data relating to you, some of which we require to administer our employment relationship with you. We only process your personal data where applicable law permits or requires it, including where the processing is necessary for the performance of our employment contract with you, where the processing is necessary to comply with a legal obligation that applies to us as your employer, for our legitimate interests or the legitimate interests of third parties, to protect your vital interests, where it is necessary for the establishment, exercise or defence of legal claims, or whenever court are acting in their judicial capacity, or with your consent if applicable law requires consent; and for scientific research and statistical purposes – to train and deploy Artificial Intelligence speech recognition systems to help us develop and use technology to automate some of our systems, to help improve our efficiency and our tenants’ experience.

1. We are notified as a Data Controller with the Office of the Information Commissioner under registration number Z6072420 and we are the data controller of any personal data that you provide to us.

Our Data Protection Officer is Jackie Robinson, Service Manager, R3 Repairs Limited.

Any questions relating to this notice and our privacy practices should be sent to the Compliance Group.

2. We collect the following information from you through a variety of resources (i) directly from you; or (ii) third parties (including Employment Agencies, pensions service):

- Name
- Date of Birth
- Address
- Telephone Number
- E-mail address
- NI number
- Personal characteristics such as gender and ethnic group
- Qualifications
- Absence information
- The terms of your contract of employment
- References obtained during recruitment
- Bank account details for payment of salaries
- Health Reports if referred to Occupational Health in line with the Attendance and Absence Management Policy
- Driving information in line with our Driving Policy
- Disclosure Scotland checks in line with our Recruitment Policy and Disclosure Scotland Policy
- Details of duties
- Holiday records

- Appraisals
- Details of any disciplinary investigations and proceedings
- Training records
- Flexible working requests
- Recordings of your voice when you operate our service desk if you are engaged in any calls with our tenants and service users that are recorded

We collect and use the above information and personal data for:

- Administration of contracts of employment
- Payment of salaries
- Recruitment and selection
- Pensions and associated benefits, appraisal, training and development
- Membership of professional bodies
- Performing any obligations and exercising any rights imposed or conferred on us by law in connection with your employment
- Training and deploying Artificial Intelligence speech recognition systems to help us develop and use technology to automate some of our systems, to help improve our tenants' experience

3. We may disclose to and share information about you with third parties for the purposes set out in this notice, or for purposes approved by you, including the following:

- To process your monthly salary payments
- To allow your pension provider to process pensions information and handle your pension
- To allow your electronic payslips to be produced and issued to you
- Any person specified by you, where you ask us to provide a reference to that person
- Any person to which we are legally obliged to disclose any of your personal data
- Law enforcement and other regulatory, quasi-governmental and governmental bodies

- Our Internal Auditors
 - Our IT, software and services providers
 - If we enter into a joint venture with a third party or the Association is sold to or merged with another business entity, your information may be disclosed to our new business partners or owners
4. Your information will only be stored within the UK and EEA. In the very unlikely event where information is transferred outside the UK or EEA we ensure that there are adequate safeguards in place to protect your information in accordance with this notice.
5. When you give us information, we take steps to make sure that your personal information is kept secure and safe. For further information, refer to our Privacy Policy.
6. We review our data retention periods regularly and will only hold your personal data for as long as is necessary for the relevant activity, or as required by law (we may be legally required to hold some types of information), or as set out in any relevant contract we have with you.

Data retention guidelines on the information we hold are provided in our Data Retention Schedule.

7. You have the right at any time to:
- Ask for a copy of the information about you held by us in our records
 - Require us to correct any inaccuracies in your information
8. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold or wish to exercise any of your above rights, please contact your Line Manager or the Data Protection Officer.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK regulator for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

The Information Commissioner's contact details are noted below:

The Information Commissioner's Office – Scotland
Queen Elizabeth House, Sibbald Walk, Edinburgh, EH8 8FT
Telephone: 0303 123 1115
Email: Scotland@ico.org.uk

The accuracy of your information is important to us – please help us keep our records updated by informing us of any changes to your personal and contact details.



Care & Repair East Lothian GDPR Fair Processing Notice

(How we use your personal information)

1.0 Introduction

This notice explains what information we collect, when we collect it and how we use this. During the course of our activities, we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how we will handle your information.

2.0 Who we are

Care & Repair are part of East Lothian Housing Association which is a Scottish Charity (Scottish Charity Number SC028900), a registered society under the Co-operative and Community Benefit Societies Act 2014 with Registered Number 2266R(S) and having their Registered Office at 18-20 Market Street, Haddington, EH41 3JL. (“We” or “us”) take the issue of security and data protection very seriously and strictly adhere to guidelines published in the UK General Data Protection Regulation, together with any domestic laws subsequently enacted.

East Lothian Housing Association are notified as a Data Controller with the Office of the Information Commissioner under registration number Z6072420 and we are the data controller of any personal data that you provide to us.

Our Data Protection Officer is Jackie Robinson, Service Manager, R3 Repairs Limited.

If you have any concerns or questions relating to this notice, our privacy practices or about how we look after your personal information please contact us by email to enquiries@elha.com or call us on 01620 825032.

3.0 How we collect information from you and what information we collect

We collect information about you:

- When you call us to request the use of our small repairs service

- When you ask us for advice and information (such as a plumber, builder, support organisations)
- When you self-refer for our adaptations and repairs service
- Where you are referred from East Lothian Council, the hospital, a carer, a friend / family member or any other organisation for use of our services.

We collect the following information about you:

- Name
- Address
- Telephone number
- Date of birth
- Emergency Contact Details
- E-mail address
- Next of Kin, Power of Attorney and family members contact details
- Information about your health and that of affected family members
- Financial details (for local authority disabled adaptation grants and charitable funding applications only)
- Previous employment (for charitable funding applications only)
- Title deeds (for local authority disabled adaptation grants only)
- Income and welfare benefits information, if required (for local authority disabled adaptation grants and charitable funding applications only)
- Housing tenure and property details

We receive the following information from third parties:

- Referral letters from support organisations
- Health Report such as OT recommendation reports
- GP Letters
- Grant approval letter with grant award amounts

4.0 Why we need this information about you and how it will be used

We need your information and will use your information:

- To undertake and perform our obligations and duties to you in accordance with our service level agreement with East Lothian Council
- To enable us to supply you with the services and information which you have requested
- To enable us to respond to your small repair request
- To enable to deal with adaptations of your property and aid you in your grant application
- To analyse the information, we collect so that we can administer, support and improve and develop our business and the services we offer
- For all other purposes consistent with the proper performance of our operations and business
- For reporting and analytical purposes for ourselves, East Lothian Council and Care & Repair Scotland in line with our service level agreement

5.0 Sharing of Your Information

The information you provide to us will be treated by us as confidential and will be processed only by our employees within the UK/EEA. We may disclose your information to other third parties who act for us for the purposes set out in this notice or for purposes approved by you, including the following:

- If we enter into a joint venture with or merge with another business entity, your information may be disclosed to our new business partners or owners
- If we instruct adaptation work, your information may be disclosed to any contractor, architect or other agency or contractor involved in the work
- In order to apply for a grant, your information will be disclosed to East Lothian Council
- When assisting with a privately funded adaptation or repair, data will be shared with contractors, architects etc.
- Supplying your information to support organisations that you have asked us to contact (such as BeGreen, Changeworks etc.)

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

6.0 Transfers outside the UK

Your information will only be stored within the UK.

In the very unlikely event where information is transferred outside the UK we ensure that there are adequate safeguards in place to protect your information in accordance with this notice.

7.0 How long we will keep your information

We review our data retention periods regularly and will only hold your personal data for as long as is necessary for the relevant activity, or as required by law (we may be legally required to hold some types of information), or as set out in any relevant contract we have with you.

We will generally keep your information for the following minimum periods:

- Adaptation information will be kept for a period of 10 years, as required by the conditions of the grant award, due to the Title Deed conditions applied
- Small Repairs Service information will be kept for a period of 5 years as part of the Service Level Agreement with East Lothian Council

The full Data Retention Schedule can be obtained for our offices at 18-20 Market Street, Haddington, EH41 3JL.

8.0 Your Rights

You have the right at any time to:

- Ask for a copy of the information about you, held by us in our records
- Request us to correct any inaccuracies in your information
- Make a request to us to delete what personal data of yours we hold
- Object to receiving any marketing communications from us

If you would like to exercise any of your rights above, please contact us by sending an email to enquiries@elha.com, writing a letter to our registered office address at **18-20 Market Street, Haddington, EH41 3JL** or calling us **on 01620 825032**.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive, or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK regulator for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance. The Information Commissioner's contact details are noted below:

The Information Commissioner's Office – Scotland
Queen Elizabeth House, Sibbald Walk, Edinburgh, EH8 8FT
Telephone: 0303 123 1115
Email: Scotland@ico.org.uk

The accuracy of your information is important to us - please help us keep our records updated by informing us of any changes to your email address and other contact details.

Explicit Consent Form



Collecting your Sensitive Personal Data (Special Category Data)

East Lothian Housing Association is responsible for keeping your information safe. This means we are the “data controller” for your personal information.

Our Fair Processing Notice explains what personal information we may collect from you, when we will collect it and how we will use it.

Sensitive personal information like ethnic origin, politics, religion, trade union membership, genetics, health, sex life or sexual orientation is known as ‘special category data’. The law requires that we ask for your explicit consent to record this information. We will only ask if we absolutely must, to ensure that we understand your needs. We can also use it to help us improve our service.

By ticking the boxes below, you are giving us explicit consent to record special category personal data and to sharing this with _____ and our external auditors for the purpose of quality assurance and continuous improvement

Yes, I consent to East Lothian Housing Association recording special category data (tick which of the special categories you agree to):

- Race Ethnicity Health Condition Religion Political Belie
- Sexual Orientation Sex Life Trade Union Membership
- Other type of sensitive information _____

for the following reason:

Yes, I consent to the sharing of my information with _____ and external auditors for the purpose of quality assurance and continuous improvement of the advice services provided.

Name(s):		
Signature(s):		Date:

You can withdraw your consent at any time by contacting us. If you choose not to give consent or withdraw this, please be aware that this may result in some difficulties in providing services to you.

Explicit Consent Form



Collecting your Sensitive Personal Data (Special Category Data)

Care & Repair East Lothian are responsible for keeping your information safe. Our Fair Processing Notice explains what personal information we may collect from you, when we will collect it and how we will use it.

Sensitive personal information like ethnic origin, politics, religion, trade union membership, genetics, health, sex life or sexual orientation is known as ‘special category data’. The law requires that we ask for your explicit consent to record this information. We will only ask if we absolutely must, to ensure that we understand your needs. We can also use it to help us improve our service.

By ticking the boxes below, you are giving us explicit consent to record special category personal data and to sharing this with _____ and our external auditors for the purpose of quality assurance and continuous improvement

Yes, I consent to East Lothian Housing Association recording special category data (tick which of the special categories you agree to):

- Race Ethnicity Health Condition Religion Political Belief
- Sexual Orientation Sex Life Trade Union Membership
- Other type of sensitive information _____

for the following reason

Yes, I consent to the sharing of my information with _____ and external auditors for the purpose of quality assurance and continuous improvement of the advice services provided.

Name(s):		
Signature(s):		Date:

You can withdraw your consent at any time by contacting us. If you choose not to give consent or withdraw this, please be aware that this may result in some difficulties in providing services to you.

Authorisations and Standard Charges / Allowances Policy Review

Report by Gary Alison, Director of Finance & Corporate Services – for Approval

1.0 Introduction

The Authorisations and Standard Charges / Allowances Policy outlines the responsibilities for authorising expenditure and signing documents throughout the Group. It also sets out the standard charges and allowances used within the Group for the coming year.

The Policy is reviewed annually in March to ensure that it is kept up to date for changes in personnel, and that responsibility levels and charges / allowances remain appropriate.

2.0 Summary of Proposed Changes

Following the refresh in March 2024, Appendix 2 to the policy detailed the authorisation limits for “Rent Refund and Adjustments”. The value of the limits had not been changed from the previous policy, just how the values had been presented.

It has recently been highlighted that the inclusion of the term “adjustments” in this statement has been interpreted by staff as their limits for making adjustments to rent accounts in the Housing Management system. Adjustments are made for things like Key Tenant Scheme appeals following the rent debit, moving credits from a rent account to a memo account etc. These are transactional adjustments to move figures from one area or another or to adjust account balances for agreed changes. An actual cash refund would still be done in line with the approval limits.

As a result of this, Housing Assistants are now not approving these transactions and Housing Officers are being asked to approve these adjustments, which can be numerous.

The terminology used in Appendix 2 was not meant to be interpreted in this way therefore approval is sought to remove “and adjustments” to allow all staff to adjust tenants rent accounts.

Recommendation

The Management Committee is asked to approve the narrative change in the Authorisations and Standard Charges / Allowances Policy.

Equality and Diversity Action Plan 2024/25

Report by Karen Barry, Director of Housing – for Approval

1.0 Introduction

An Equality and Human Rights Strategy, and an Equality and Diversity Policy was approved by the Management Committee in August 2023, both which are supported by an Equality and Diversity Action Plan also approved at that time. This Plan is reviewed each year by the Management Committee with approval sought for the coming years Action Plan.

The Scottish Housing Regulator (SHR) has introduced significant new regulatory requirements to collect Equality Data and the Association developed software during 2023 to collect this from tenants, applicants, staff and Committee members. The Assurance Statement submitted to the SHR in May 2024 confirms the Association is assured that data is being collected and that it is working towards using the data to take account of equality and human rights issues in its decisions, policy-making and day-to-day service delivery.

The Scottish Government was supposed to introduce a Human Rights Bill in June 2024 which is understood to be postponed to September 2024.

2.0 2023/24 Action Plan

During 2023/24, all actions on the Plan, except for three, have been completed – see **Appendix 1**.

ED15 - Consider the Equality Data gathered for tenants, applicants, staff and Management Committee members and provide an overview to the Management Committee can be found at **Appendix 2**.

The three remaining tasks not complete have been carried forward into the 2024/25 Action Plan.

3.0 Action Plan 2024/25

The review of the Equality and Human Rights Strategy is also due (See **Agenda Item 4.1**) and any actions identified by this review have been included in the proposed 2024/25 Equality and Diversity Action Plan.

The Action Plan used to be reviewed in March of each year as part of the business planning process and to ensure adequate budgetary resources, however the annual review is currently out of step because of the introduction of the new Equality & Human Rights Strategy in August 2023 and the review of the Equality & Diversity Policy at the same time. It is therefore recommended that the annual review of the Action Plan is brought back into line with the business planning timetable and reviewed in March of each year.

The proposed Action Plan for 2024/25 is as follows (it should be noted that Task ED1 has been completed):

Ref	Action	Responsibility	Target Date
ED1	Consider the Equality data collected about our tenants, applicants, staff and Management Committee to ensure compliance with regulatory requirements	Governance Standards Working Group	May 2024
ED2	Ensure all relevant contractors have confirmed they either have their own policy in place or that they will follow ELHA's Equality & Diversity Policy	Director of R3 & Asset Management	October 2024
ED3	Review the CIH Housing & Human Rights Framework and provide feedback to the Governance Standards Working Group	Director of Housing	October 2024
ED4	Consider what the 'Right to Adequate Housing' could look like in practice and what challenges need to be overcome	Governance Standards Working Group	October 2024
ED5	Review and improve reporting mechanisms for Equality information	Director of Housing	December 2024
ED6	Review Equalities budget to ensure it is sufficient for implementation of the Equality Action Plan	Director of Finance	January 2025
ED7	Complete the annual assessment to ensure we remain compliant with 'Disability Confident Employer' requirements	Executive Support Officer	February 2024

Ref	Action	Responsibility	Target Date
ED8	Ensure Equality Impact Assessments are completed in line with the policy review timetable and when reviewing or introducing new services	Senior Management Team	March 2025
ED9	Review Equality Impact Assessments completed during the year to identify inconsistencies and develop good practice	Governance Standards Working Group	March 2025

Recommendations

The Management Committee is asked to:

- (a) Approve the Equality and Diversity Action Plan for 2024/25; and
- (b) Agree to the Action Plan being reviewed in March of each year

Equality & Diversity Action Plan 2023/24

Ref	Action	Responsibility	Target Date	Completed	Comments
ED1	Extend the responsibilities of the Governance Standards Working Group to ensure compliance with Equality & Human Rights requirements of the Governance Standards	Management Committee	August 2023	24/08/23	Approved by Management Committee
ED2	Test and deploy the new software to collect staff and Management Committee member Equality Data	Chief Executive	September 2023	21/3/24	
ED3	Arrange staff training on Equality Impact Assessments	Executive Support Officer	September 2023	28/9/23	Provided by Stuart Eglinton
ED4	Develop a procedure for Equality Impact Assessments to support the Equality & Human Rights Strategy and Equality & Diversity Policy	Director of Housing	September 2023	31/3/24	
ED5	Agree a timetable for the retrospective Equality Impact Assessments for all key Service Policies including the Tenant Participation Strategy and Complaints Policy	Management Team	September 2023	31/3/24	Tenancy Sustainment, Mutual Repairs & Chargeable Repairs EIA's to be complete by June 2024.
ED6	Ensure all relevant contractors have confirmed they either have their own policy in place or that they will follow ELHA's Equality & Diversity Policy	Management Team	September 2023		Work underway as part of the review of data sharing agreements

Ref	Action	Responsibility	Target Date	Completed	Comments
ED7	Review compliance with Regulatory Standards to provide assurance to Management Committee	Governance Standards Working Group	September 2023	30/9/23	
ED8	Prepare an Equality & Diversity (HR) Policy based on the EVH Model	Executive Support Officer (HR)	November 2023	25/11/23	Approved by Management Committee
ED9	Arrange formal training for all staff on Equalities & Diversity and Human Rights	Executive Support Officer	November 2023	30/1/24	Provided by Stuart Eglington
ED10	Review how Equality & Diversity training is delivered on an ongoing basis, including frequency	Management Team	November 2023	16/4/24	Agreed formal training three-yearly
ED11	Review the Annual Budget for 2024/25 to ensure it is sufficient for implementation of the Equality Action Plan	Director of Finance	February 2024	1/2/24	
ED12	Complete the annual assessment to ensure we remain compliant with 'Disability Confident Employer' requirements	Executive Support Officer	February 2024	9/4/24	Application due to be renewed on 01/09/2025
ED13	Review the CIH Housing & Human Rights Framework and provide feedback to the Governance Standards Working Group	Director of Housing	April 2024		
ED14	Consider what the 'Right to Adequate Housing' could look like in practice and what challenges need to be overcome	Governance Standards Working Group	April 2024		
ED15	Consider the Equality Data gathered for tenants, applicants, staff and Management Committee members and	Governance Standards Working Group	May 2024		Applicant data collected through These Homes and will be reported as part of the Housing

Ref	Action	Responsibility	Target Date	Completed	Comments
	ensure an overview is provided to Management Committee				Management Annual Review & GSWG in May
ED16	Produce Annual Equality & Diversity Report for Management Committee	Chief Executive	September 2024		
ED17	Complete the Annual Review of Equalities & Human Rights Strategy	Chief Executive	September 2024		
ED18	Monitor the Equality Impact Assessment timetable and review outcomes of assessments to identify inconsistencies and develop good practice	Governance Standards Working Group	At each meeting		

Equality Data Collection Overview

Report by the Governance Standards Working Group for Information

1.0 Introduction

The Association requires to ensure that it is delivering services which meet the outcomes of the Social Housing Charter, it complies with regulatory requirements, and meets the Public Sector Equality Duty. To do this, it is required to collect data and understand its tenants, applicants, staff and Management Committee member characteristics, and any needs they may have. This will allow for the provision of better services to customers and promote diversity.

The Equality & Human Rights Strategy and Equality & Diversity Policy were both approved by Management Committee on 24 August 2023 and state that the Governance Standards Working Group will consider the Equality Data collected about the Association's tenants, applicants, staff, and Management Committee members and ensure the Association is fully complying with regulatory requirements in these areas.

2.0 Data Collection & Supporting Evidence

During 2022/23, the Association developed Gold Standard digital software for the secure collection, storage, and use of Equality Data about tenants through their My Home account. Tenants can advise the Association anonymously of any specific needs or characteristics which will help to ensure they have the best access to services. Those tenants not signed up to paper-free services received an annual letter and anonymised paper survey form which they were able to return by post.

Gold Standard Equality Data Software was also developed for These Homes, so that anonymous data could be collected about applicants, as well as for staff (though My Work) and Management Committee through the Management Committee Portal on elha.com.

In February 2023, the tenant equality data collection form was published on My Home. This was made live without any publicity surrounding it, but many tenants completed it anyway. An email (a letter for offline tenants) was sent to all tenants in May 2023, with a reminder sent by e-mail in August 2023. Subsequent reminders were published in the November 2023 e-Talk and the Winter 2023 printed Talkback. A further e-mail reminder was sent in March 2024.

In April 2023, the ability to report on new tenants only was introduced which enabled staff to report on the demographics of new tenants.

At year end 783 (57.2%) tenants and 118 (88.7%) new tenants had completed the form.

In October 2023, equality data collection was rolled out to staff, (including the office based, R3 staff), and in January 2024 data collection for Management Committee members commenced when the Management Committee Portal was updated, and the form was enabled. Following Management Committee training on 21 March 2024, a demonstration on how to complete the form was given and members encouraged to do so.

At year end 47 (81%) staff members and 10 (71.4%) Management Committee Members had completed the form.

A breakdown of the equality data held at year end for tenants, new tenants, staff, and Management Committee members can be found on Pages 3 to 5 of this report. Applicant information was reported separately through the Housing Management Review report submitted to the Audit & Assurance Committee on 30 May 2024.

Most of the data collected is as expected, however of note is the protected characteristic – disability, with approximately 20% of tenants stating they have one. Page 6 of this report provides a further breakdown of this group and shows that 9% of tenants and 13% of new tenants have mental health issues or consider themselves to be neuro divergent.

Equalities Data Breakdown

1. What is your age?

Age	Tenants	New Tenants	Staff	Committee
16-24	5%	20%	6%	0%
25-34	18%	23%	21%	0%
35-44	21%	20%	17%	20%
45-54	19%	18%	30%	10%
55-64	21%	14%	23%	30%
65-74	11%	4%	0%	20%
75-84	3%	1%	0%	10%
85 or older	1%	0%	0%	0%
Prefer not to say	1%	0%	2%	10%

2. What best describes your belief or religion?

Religion	Tenants	New Tenants	Staff	Committee
Catholic	11%	12%	30%	30%
Protestant	28%	19%	6%	0%
Other (Christianity)	6%	5%	13%	0%
Judaism	<1%	0%	0%	0%
Islam	1%	1%	2%	0%
Hinduism	<1%	0%	0%	0%
Buddhism	0%	0%	2%	0%
No specific belief in religion	43%	52%	45%	50%
Other belief	2%	4%	2%	0%
Other religion	<1%	2%	0%	0%
Prefer not to say	8%	5%	0%	20%

3. Are you a disabled person?

Disabled	Tenants	New Tenants	Staff	Committee
Yes	19%	18%	2%	0%
No	73%	78%	96%	90%
Prefer not to say	7%	4%	2%	10%

4. What best describes your ethnic group?

Ethnicity	Tenants	New Tenants	Staff	Committee
Scottish	81%	75%	77%	80%
Welsh	<1%	0%	0%	0%
English	10%	12%	13%	10%
Other British	1%	3%	0%	0%
Irish	1%	1%	2%	0%
Polish	1%	3%	2%	0%
Gypsy Traveller	<1%	0%	0%	0%

Ethnicity	Tenants	New Tenants	Staff	Committee
African, African Scottish or African British	<1%	0%	0%	0%
Black, Black Scottish or Black British	<1%	0%	0%	0%
Other African background	0%	0%	2%	0%
Caribbean, Caribbean Scottish or Caribbean British	<1%	0%	0%	0%
Other Caribbean or Black background	0%	0%	2%	0%
Indian, Indian Scottish or Indian British	<1%	0%	0%	0%
Pakistani, Pakistani Scottish or Pakistani British	<1%	1%	0%	0%
Other Asian background	<1%	0%	0%	0%
Other ethnic group	2%	6%	0%	0%
Mixed or multiple ethnic group	0%	0%	2%	0%
Prefer not to say	2%	0%	0%	10%

5. Are you pregnant?

Pregnant	Tenants	New Tenants	Staff	Committee
Yes	1%	2%	0%	10%
No	98%	98%	100%	80%
Prefer not to say	1%	0%	0%	10%

6. Have you taken maternity or paternity leave in the past year?

Maternity/Paternity Leave	Tenants	New Tenants	Staff	Committee
Yes	3%	8%	0%	10%
No	96%	92%	100%	80%
Prefer not to say	1%	0%	0%	10%

7. What is your sex?

Sex	Tenants	New Tenants	Staff	Committee
Female	66%	64%	60%	40%
Male	32%	36%	40%	50%
Intersex	<1%	0%	0%	0%
Prefer not to say	2%	1%	0%	10%

8. Do you consider yourself to be a trans person?

Trans Person	Tenants	New Tenants	Staff	Committee
Yes	1%	3%	0%	0%
No	98%	97%	100%	90%
Prefer not to say	2%	0%	0%	10%

9. What is your sexual orientation?

Sexual Orientation	Tenants	New Tenants	Staff	Committee
Heterosexual/straight	87%	86%	85%	70%
Bisexual	2%	2%	2%	0%
Gay man	<1%	1%	4%	10%
Lesbian/gay woman	2%	3%	0%	0%
Other	1%	2%	2%	0%
Prefer not to say	7%	8%	6%	20%

Disability Breakdown

Autoimmune	Tenants	New Tenants	Staff	Committee
Yes	3%	4%	0%	0%
No	97%	96%	100%	100%

Learning Difficulties	Tenants	New Tenants	Staff	Committee
Yes	1%	0%	0%	0%
No	99%	100%	100%	100%

Mental Health Issue	Tenants	New Tenants	Staff	Committee
Yes	7%	10%	0%	0%
No	93%	90%	100%	100%

Neuro-divergent Condition	Tenants	New Tenants	Staff	Committee
Yes	2%	3%	0%	0%
No	98%	97%	100%	100%

Physical Impairment	Tenants	New Tenants	Staff	Committee
Yes	5%	3%	2%	0%
No	95%	97%	98%	100%

Hearing Impairment	Tenants	New Tenants	Staff	Committee
Yes	2%	0%	0%	0%
No	98%	100%	100%	100%

Visual Impairment	Tenants	New Tenants	Staff	Committee
Yes	1%	1%	0%	0%
No	99%	99%	100%	100%

Other Impairment	Tenants	New Tenants	Staff	Committee
Yes	5%	2%	0%	0%
No	95%	98%	100%	100%

Where tenants had stated they had an 'other' impairment, they were given the option to input their condition. With the exception of a small number of mental health issues, all conditions entered were physical impairments, e.g. Arthritis, C.O.P.D, Fibromyalgia.