

A meeting of the Management Committee will take place on **Thursday 25 March 2021 at 7.00pm at Head Office, Haddington.**

Please advise staff if you are unable to attend.

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 25 February 2021 – **for approval**
- 1.4 Action List – for information
- 1.5 Matters Arising

2.0 GOVERNANCE

- 2.1 Secretary's Report – **for homologation**
- 2.2 Equality and Diversity Action Plan 2021/22 – **for approval**

3.0 PRIORITY ITEMS

- 3.1 Charitable Donations 2020/21 – **for approval**

4.0 POLICIES

- 4.1 Authorisations and Standard Charges / Allowances Policy Review – **for approval**
- 4.2 Gifts & Hospitality Policy Review – **for approval**
- 4.3 Insurances Policy Review – **for approval**
- 4.4 ICT Security Policy – **for approval**
- 4.5 Chargeable Repair Service Policy Review – **for approval**

5.0 BUSINESS MANAGEMENT

6.0 ANY OTHER BUSINESS

DATE OF NEXT MANAGEMENT COMMITTEE MEETING

Thursday 27 May 2021 at ELHA Head Office, Haddington, at 7.00pm

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 25 February 2021, and confirms the actions taken as a result.

Minute Ref	Action Required	Action By	Action Taken
1.3	Publish minutes and papers from the meeting of 25 November 2020	ES	Complete
2.3	Add Use of Contractor Procedure and Forms to the Management Committee area of elha.com	ES	Complete
4.1	Amend Policy Title to “These Homes (Allocations) Policy	KB	Complete
4.1	Amend the Policy on Page 5 to clarify discretionary power use	KB	Complete
4.1	Amend the Policy on Page 9 to reflect the “Right to Appeal”	KB	Complete
4.1	Clarify the position on Page 9 of the Policy in relation to wheelchair housing	KB	Complete – this reference has been removed
4.1	Make additions to the Policy on Page 10 in relation to pets to clarify this approach is applied “normally” and is “subject to approval”	KB	Complete
4.1	Use a different example on Page 12 in relation to drug use	KB	Complete
4.1	Re-draft the Policy in Plain English	KB / MP	To be presented to the May 2021 Management Committee meeting
4.1	Add These Homes (Allocations) Policy to elha.com and update in ELHA File Structure	ES	Complete
4.2	Add Comments and Complaints Policy to elha.com and update in ELHA File Structure	ES	Complete
4.3	Consider how social media reporting can be improved	KB	A Digital Services report is under development for the Audit & Assurance Committee
4.3	Add Communication Strategy to elha.com and update in ELHA File Structure	ES	Complete

Secretary's Report – for homologation

1.0 Membership

No new applications for membership have been received.

2.0 Use of Seal for Homologation

- Standard security over 6 properties at Bothwell Avenue, Haddington in favour of CAF Bank.
- Side Letter Addendum to Key Commercial Terms Letter and Agreement dated 21 October 2019.

Recommendation

The Management Committee is asked to Homologate the use of the Seal.

Equality and Diversity Action Plan 2021/22

Report by Martin Pollhammer, Chief Executive – for Approval

1.0 Introduction

An Equality and Diversity Policy was approved by the Management Committee in September 2016. Included as part of the Policy, is an Equality and Diversity Action Plan. This Plan is reviewed each year by the Management Committee with approval sought for the coming years Action Plan.

2.0 Actions

During 2020/21, out of three actions on the plan, all three have been completed as follows:

Ref	Action	Responsibility	Completed Date
ED1	Review alignment of the Disability Confident Employer with the Healthy Working Life Gold Award.	Executive Support Officer	October 2020
ED2	Review monitoring arrangements	Senior Management Team	January 2021
ED3	Review Equalities budget to ensure it is sufficient for implementation of the Equality Action Plan	Director of Finance	January 2021

3.0 Action Plan 2021/22

The “Disability Confident Employer” assessment was carried out in October 2019 and is not due again until October 2022, therefore no assessment is required for this period. It was established in 2020 that the principles included within our Equality & Diversity Policy, meet the requirements of the Healthy Working Life Gold Award. However, due to the pandemic, no submission has been required during the year.

The Scottish Federation of Housing Associations is preparing guidance in relation to compliance with the Scottish Housing Regulator’s equalities data requirements, which may come into force at some point in 2022. An action to adopt and implement the guidance as required has therefore been added into the coming year’s Action Plan.

A proposed Action Plan for 2021/22 is as follows:

Ref	Action	Responsibility	Target Date
ED1	Review SFHA Equalities Reporting Guidance once Published	Senior Management Team	June 2021
ED2	Review monitoring arrangements	Senior Management Team	January 2022
ED3	Review Equalities budget to ensure it is sufficient for implementation of the Equality Action Plan	Director of Finance	January 2022

Recommendation

The Management Committee is asked to approve the Equality and Diversity Action Plan for 2021/22.

Charitable Donations 2020/21

Report by Martin Pollhammer, Chief Executive – for Approval

1.0 Donation Policy

The Association's accumulated surplus at 31 March 2020 was £11.4m. The Association's Sponsorship and Donations policy permits it to expend up to 0.5% of the preceding year's audited accumulated surplus to a maximum of £1,000. As 0.5% of last year's accumulated surplus is £57k, the Association may donate £1,000 this financial year.

The Association may give donations to East Lothian based community projects which are registered charities, and to National Housing Charities.

The Management Committee is responsible for approving donations.

2.0 Proposed Donation 2020/21

It is proposed that, as in previous years, a charitable donation of £1,000 be made to the East Lothian Care & Repair Charitable Trust. The Trust is an Eligible Charity in terms of the Association's policy. The Trust uses its income to help individual Care & Repair clients who are struggling to find the funding for the adaptations they need.

The Trust is administered by the Association's Care & Repair Service staff and its Trustees include Management Committee Member David Rose and the Director of Finance, Paula Oliver.

Recommendation

The Management Committee is asked to approve a donation of £1,000 to the Care & Repair Charitable Trust during the year ending 31 March 2021.

Authorisations and Standard Charges / Allowances Policy Review

Report by Paula Oliver, Director of Finance – for Approval

1.0 Introduction

The Authorisations and Standard Charges / Allowances Policy outlines the responsibilities for authorising expenditure and signing documents throughout the organisation, it also sets out the standard charges and allowances used within the Group for the coming year.

The Policy is reviewed annually to ensure that it is kept up-to-date for changes in personnel and that responsibility levels and charges / allowances remain appropriate. The revised **Policy Document** is attached to this report.

2.0 Summary of Proposed Changes

A number of changes are proposed to the policy as follows:

2.1 Main Policy Document

Section 1.0 – Authorisation of Legal / Administrative Documentation

This has been updated to Delegate Authority to R3 Board members to sign Deeds and Documents on behalf of R3.

Section 8.0 – Authorisation of Refunds

Paragraph 8.1 has been amended to note that refunds for current tenants will only normally be routinely processed where there is a credit in excess of one month's rent,. It should be noted that Bronze Key Tenant discounts are payable to tenants in receipt of Housing Benefit or Universal Credit, and for those who mandate their payment to ELHA direct from East Lothian Council or the DWP, credit may start to build.

It would not be practical to refund this on a monthly basis, but where small credits exist, tenants will be encouraged to alter their payments to reduce the credit amount, and in the case of Housing Benefit and Universal Credit, encouraged to switch to payments to their bank accounts so they can make a reduced monthly onward payment to ELHA, and therefore receive the Rent Discount benefits on a monthly basis. This ensures that the Association continues to incentivise tenants to receive all their monthly benefits directly to their bank accounts, and manage them accordingly, but continues to provide a safety net for tenants that are unable or unwilling to do this.

Section 9.0 – Procurement Policy – Quotation / Tender Requirement

It should be noted that the Procurement Policy is due for review (and is expected to be presented to the next Management Committee meeting in May 2021), so this section may need to be updated following this review.

Section 10.0 – Administration Fees

It is proposed that administration charges are not applied to tenant Chargeable Repairs and are applied on a discretionary basis for arranging repairs for Sharing Owners and owner occupiers, depending upon the cost and nature of the repairs being arranged.

Section 11.0 – Chargeable Repairs

The removal of the additional administration fee from Chargeable Repairs assumes the recommendations at **Agenda Item 4.5**.

Section 12.0 – Decoration Allowances

Decoration allowances have been increased in line with the cost of the paint packs.

Section 15.0 – Staff Allowances

Staff allowances have been updated with EVH's 2021/22 rates.

Section 19.0 – Rental Income

This section has been updated for the 2021/22 points rent and Key Tenant Scheme Rent Discounts.

2.2 Appendices

Appendices 1 and 3 are in the form of an excel spreadsheet which allows the authority to order goods and services, and to authorise invoices, to be filtered for individual job roles. These are complex and large spreadsheets and it is not practical to attach paper copies of them to this report.

Appendices 2, 4 and 5 are attached in full. Managers are responsible for checking that the delegated responsibilities are correct for their staff within the matrices, and access to change responsibilities is tightly controlled (all staff can access on a read only basis).

The delegated responsibilities of the Chair have been updated in Appendix 1 to provide them with authority to commit to staffing expenditure, for example in respect of senior officer recruitment.

No significant changes are proposed to the remaining policy and its appendices.

Recommendation

The Management Committee is asked to approve the revised Authorisations and Standard Charges / Allowances Policy.

ELHA POLICY

Date Issued	August 1996
Last Reviewed	March 2021
Department	Finance
Title	Authorisations and Standard Charges / Allowances
Objective	To describe the authorisation processes, responsibilities and authority levels and standard charges / allowances to be used within the Group.
Responsible	Director of Finance
Next Review Date	March 2022

Contents

1. Authorisation of Legal / Administrative Documentation (Unspecified)
2. Authorisation of Taxation Documentation
3. Authorisation of Scottish Housing Regulator / Scottish Government Documentation
4. Authorisation of Expenditure
5. Authorisation / Signing of Cheques, Standing Orders, Direct Debits and BACs Payments
6. Authorisation of Ex Gratia Payments
7. Authorisation of Write Offs
8. Authorisation of Credit Refunds
9. Procurement Policy – Quotation / Tender Requirements
10. Administration Fees
11. Chargeable Repairs
12. Decoration Allowances for Tenants
13. Decant/Disturbance Allowances
14. Tenancy Sustainment
15. Staff Allowances
16. Staff Call-Out Rates
17. Management Committee / Board Member Allowances
18. Capitalisation of Expenditure
19. Rental Income
20. Review of Policy

Appendices

- Appendix 1 – Table of ELHA Expenditure Authorisation Responsibilities
- Appendix 2 – Table of ELHA Expenditure Authorisation Levels
- Appendix 3 – Table of R3 Repairs Expenditure Authorisation Responsibilities
- Appendix 4 – Table of R3 Repairs Expenditure Authorisation Levels
- Appendix 5 – List of Chargeable Items

1.0 AUTHORISATION OF LEGAL / ADMINISTRATIVE DOCUMENTATION (Unspecified)

- 1.1 The Secretary or any Management Committee Member is authorised to sign Deeds and documents on behalf of the Group, and any R3 Board member is authorised to sign Deeds and Documents on behalf of R3, in accordance with our Requirements of Writing Policy.
- 1.2 Senior Management Team Members are authorised to sign contracts for goods and services, Service Level Agreements and leases of no more than 5 years duration and which are within budget provisions.

2.0 AUTHORISATION OF TAXATION DOCUMENTATION

In addition to the Secretary and any Management Committee Member, the Chief Executive and Director of Finance are authorised to sign taxation documentation on behalf of the Group.

3.0 AUTHORISATION OF SCOTTISH HOUSING REGULATOR / SCOTTISH GOVERNMENT DOCUMENTATION

- 3.1 The following people are authorised to sign documents for The Scottish Housing Regulator / Scottish Government, including grant approvals:

**Chief Executive
Director of Finance
Director of Housing
Director of Asset Management
Secretary
Chairman**

Staff must provide the relevant information to support the Project Approval / Acceptance. This is in accordance with our procedures.

- 3.2 In addition, application for grant payments can be authorised by the following Places for People staff:

David Brotherston

4.0 AUTHORISATION OF EXPENDITURE

The members of staff authorised to make commitments or orders to incur expenditure and to approve invoices under our various budget headings are detailed in **Appendices 1 and 3** of this document and their expenditure limits are detailed in **Appendices 2 and 4**.

Staff should note that there are a number of important points to observe in following this authorisation procedure.

- (a) There are two separate steps involved in incurring expenditure:
- (i) taking on the commitment to spend
 - (ii) approving the invoice after goods or services have been received

The responsibility for (i) and (ii) should, wherever possible, not be taken by the same person. An exception to this is where goods or services are procured by a company credit card and one individual is responsible for committing to the expenditure, authorising the invoice and subsequent payment to the supplier. Detailed procedures are in place to control and monitor the use of company credit cards across the Group.

- (b) The nominal ledger code must be in accordance with the approved budget heading and not changed because another original budget head is being used in order to 'vire' (i.e. off set) expenditure.
- (c) It is the responsibility of the Finance Department to:
- check invoice calculations
 - ensure that the order is attached (where applicable).
 - allocate a nominal ledger code
 - pass the invoice to the appropriate staff member for authorisation
- (d) The person authorising the invoice must check that the nominal ledger code is correct and agree the invoice details to the original order, where applicable. If the nominal code is incorrect or the invoice has been sent to the wrong person for authorisation it must be returned to the Finance Department promptly for correction.
- (e) If the responsible officer is unavailable to authorise an invoice, it may be authorised by another member of the officer's department and must be counter authorised by a Senior Manager.
- (f) The Finance Department will not make payments to suppliers, etc if substantiated only by statements or photocopies of invoices. If an invoice has been mislaid, a copy must be obtained from the supplier, clearly marked 'COPY' and specifically endorsed: 'Original mislaid, pay on this copy'.
- (g) It is the responsibility of each member of staff to be familiar with these expenditure authorisations and to ensure that they adhere to them.

4.1 Authorisation of Expenditure Within Budget

Specific authorisation levels are detailed in **Appendices 1 and 2**. These clarify the scope and limit for approving orders and authorising invoices, within budget, for individual roles within the organisation.

4.2 Authorisation of Virements

- (a) Where a budget holder is responsible for more than one budget, they can make virements (set-off against another budget) up to the agreed level from another of their budgets with the written approval of their line manager. The Director of Finance should also be advised.
- (b) Virement between budgets held by different budget holders is permitted up to the agreed level with the written approval of the transferring budget holder and the Director of Finance.

4.3 Authorisation of Expenditure Outwith Budget

Spend in excess of budget may be authorised in accordance with the powers delegated to office bearers and senior staff as described in our standing orders and summarised below:

4.3.1 Summary of Financial Delegated Powers for Costs Outwith Budget

Position	Category of Expenditure	Virement Limit £	Excess Spend % of Budget or a maximum of £
Chairman and Vice Chair jointly	All	£50,000	20% / £50,000
Chairman	All	£25,000	10% / £25,000
Vice Chair	All	£25,000	10% / £25,000
Chief Executive, (Director of Housing/Director of Asset Management) and Director of Finance jointly	All	£25,000	10% / £25,000
Senior Manager	All	£20,000	5% / £10,000
Chief Executive (Director of Housing/Director of Asset Management) and Director of Finance jointly	Development cost overruns	N/A	1% of works cost 1% of budget cost
Chief Executive/ (Director of Housing) or Director of Finance and Director of Asset	Planned/ cyclical maintenance cost overruns	N/A	1% of budget cost

Management or Asset Manager jointly			
Budget Holders	All	£5,000	

- NOTE:** (i) Authorisation of expenditure out-with the Annual Budget must be for purposes consistent with our policies, and expenditure in excess of £25,000 and up to £50,000 out-with budget reported at the following meeting of the Audit & Assurance Committee. Expenditure over £50,000 which has not been allowed for in the budget must be reported to the following meeting of the Management Committee.
- (ii) Authorisation of virements in excess of £50,000 must be reported to the next meeting of either the Audit & Assurance Committee or Management Committee/Board for approval.
- (iii) In the Chief Executive’s absence, the Director of Housing and the Director of Asset Management will have delegated responsibility to authorise expenditure out with budget to the limits set out above.

4.3 AUTHORISATION OF EXPENDITURE IN AN EMERGENCY SITUATION

In the event of an emergency affecting our offices or our properties, all members of the Business Continuity Team (listed in the Business Continuity Plans) will have complete authority to make decisions and incur financial expenditure in order to limit the loss to us or our customers.

5.0 AUTHORISATION / SIGNING OF CHEQUES, STANDING ORDERS, DIRECT DEBITS BACS and CHAPS PAYMENTS

- 5.1 All cheques must be signed by two of the Association’s authorised signatories. Where possible, the signatories should be persons other than those responsible for authorising the expenditure. The Director of Finance and Finance Manager should not normally jointly sign cheques.
- 5.2 Two of our authorised signatories must sign any direct debit, standing order or mandate.
- 5.3 Salary payment transfers via BACS to employees’ bank accounts must be authorised by two of our authorised signatories. The staff member (either the Finance Manager or the Director of Finance), who was responsible for reviewing the weekly/monthly payroll should not normally also authorise the BACS transfer.
- 5.4 Two of our authorised signatories must authorise payments to suppliers by BACS/CHAPs. The staff member who was responsible for preparing the payment should not normally also authorise the BACS/CHAPs transfer.

- 5.5 Details of any exceptions to authorisation procedures (for example when it has been necessary for the Director of Finance and Finance Manager to jointly sign cheques) are recorded in the “Exceptional Authorisations Register” and reported annually to the Audit & Assurance Committee.
- 5.6 For the above purposes, the following are authorised signatories:

STAFF

Chief Executive	Martin Pollhammer
Director of Finance	Paula Oliver
Director of Asset Management	Duncan Mackay
Director of Housing	Karen Barry
Finance Manager	Gary Fortune

MANAGEMENT COMMITTEE

Secretary	Joyce Bolan
Chairman	Peter Ewart
Committee Members	Peter Hayman, Frank Colston and David Rose

6.0 AUTHORISATION OF EX GRATIA PAYMENTS

- 6.1 The following are authorised to make/approve ex-gratia compensation payments:

Limit	Authority to Approve Payment
£500	Director of Housing/Director of Asset Management
£1,000	Chief Executive/Senior Management Team
> £1,000	Audit & Assurance Committee/ R3 Repairs Board

7.0 AUTHORISATION OF DEBT WRITE OFFS/CREDIT WRITE BACKS

- 7.1 All write offs of our debts (amounts owed to the Group), except individual former tenant debts of less than £25, must be authorised by the Audit & Assurance Committee or R3 Repairs Board as appropriate. The Director of Housing/Housing Manager may authorise the write-off of individual tenant debt which is less than £25 and will report these to the Audit & Assurance Committee.
- 7.2 In cases where we have no contact details for the former tenant/customer, the Audit & Assurance Committee/ R3 Repairs Board may authorise the write back of credit balances held for more than one year.
- 7.3 If a former tenant/customer credit balance is for less than £25.00 and more than one year old we will automatically write it back to the Group’s accounts.

8.0 AUTHORISATION OF REFUNDS

8.1 ELHA’s Housing Officers, Housing Manager and Director of Housing are authorised to refund all current ELHA tenant credit balances and Housing Benefit / Universal Credit overpayments. We will normally arrange refunds for those tenants who are in advance of one month’s rent, provided the credit is not a ‘Technical Credit’. Technical Credits usually arise because of the timing of payments, for example, due to Housing Benefit payment cycles or where tenants are paying weekly, fortnightly or four-weekly, to make sure there is sufficient rent in their account when it is due.

We will encourage those tenants with a small credit balance of less than a month’s rent to adjust their rent payments to reduce this.

8.2 **Where we have a forwarding address for former tenants/customers**, and no other debt exists the following staff are authorised to refund ELHA credit balances:

Limit	Authority to Approve Refund
£300	Housing Officer
>£300 <£750	Housing Manager
>£750	Director of Housing / Senior Management Team Member

8.3 R3’s Contracts Managers, Business Development Manager, Service Manager, Technical Manager and the Director of Asset Management are authorised to refund the following R3 customer credit balances

Limit	Authority to Approve Refund
£300	Contracts Manager and Business Development Manager
>£300 <£750	Service Manager and Technical Manager
>£750	Director of Asset Management

8.4 In cases where we have no contact details for ELHA former tenants/customers, the Audit & Assurance Committee may authorise the write back of credit balances held for more than one year, to the Association’s accounts.

8.5 In cases where we have no contact details for R3 former customers, the R3 Board may authorise the write back of credit balances held for more than one year, to R3 Repairs accounts

9.0 PROCUREMENT POLICY – QUOTATION/TENDER REQUIREMENT

9.1 Our quotations and tender requirements for varying levels of expenditure are as follows:

Requirements	Estimated Expenditure Level
A written or verbal quotation from one approved supplier on the basis of a written or verbal invitation to quote	Up to £2,000 (exc. VAT)
A written quotation from between one and three suppliers based on a written invitation to quote or through "Quick Quote" on the Public Contracts Scotland (PCS) website	£2,001 to £15,000 (exc. VAT)
A written quotation from a minimum of three suppliers on the basis of a written invitation to quote or through "Quick Quote" on the Public Contracts Scotland (PCS) website	£15,001 to £25,000 (exc. VAT)
A full tender process, which will normally include advertising in relevant publications and PCS	£25,001 (exc. VAT) up to the lower of the prevailing Scottish Government/EU procurement threshold
Compliance with EU procurement regulations as enacted by the Scottish Government	Amount in excess of the prevailing Scottish Government threshold but below the EU public procurement threshold
Compliance with EU Procurement Regulations as enacted by the Scottish Government	Above EU threshold

The Senior Management team has the authority to relax the terms of the Procurement Policy if required. Any such relaxation must be reported to the next meeting of the appropriate Committee/Board.

10.0 ADMINISTRATION FEES

10.1 Administration fees charged by the Group are as follows:

Service Provided	Fee
Arrangement of buildings insurance for Owner Occupiers	£10.00 (exc. VAT)

Arrangement of services which are charged to sharing owners, owners and others	10% of service charge (exc. VAT)
Arrangement of chargeable repairs for current tenants Discounted by £25 (exc. VAT) for prompt payment	£30 (exc. VAT)
Arrangement of repairs for, sharing owners or owner occupiers discounted by £25 (exc. VAT) for prompt payment	<u>We may charge</u> £55 (exc. VAT)
Charge for Subject Access Request	We may charge the statutory maximum

11.0 CHARGEABLE REPAIRS

11.1 We charge tenants for repairs to their homes which fall out-with those covered in the tenancy agreement. The charges for the most common of these repairs are detailed in **Appendix 5**. This list is not exhaustive and other repairs that are deemed to be required will also be charged for in line with the National Housing Federation (NHF) Schedule of Rates. ~~The costs do not include the administration charge for the arrangement of the repair and are intended to compensate the Group for the labour and material costs of the repair.~~

12.0 DECORATION ALLOWANCES TO TENANTS

12.1 We provide all new tenants in our re-lets with a paintpack or a voucher to the same value dependent upon the size of the property. The paint pack costs are noted below.

	Flats	Houses
1 bedroom	£165 175	£180 190
2 bedroom	£195 205	£215 230
3 bedroom	£225 235	£240
4 bedroom	Not applicable	£305 310

A decoration allowance may also be awarded (at the discretion of the Property Officer inspecting the work) following maintenance work where we have damaged the tenant's decoration. Allowances below are a guide to what may be reasonably paid.

Materials only by room	Allowance
Living Room	£70
Kitchen	£60
Bathroom	£45
Hall	£35
Stair and Halls	£70
Double Bedroom	£70
Single Bedroom	£60

Decorating Equipment	£45
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13.0 Decant / Disturbance Allowances

- 13.1 There are occasions when we may have to find temporary accommodation for our tenants because of an emergency, such as fire, flood or structural problems. Although we will try wherever possible to avoid it, we may also have to move tenants out of their homes to allow maintenance to be carried out.
- 13.2 If the tenant is moved into bed and breakfast accommodation by ELHA we will pay a daily allowance of **£15.00** to the tenant, for each person in the household over the age of 2 to cover the costs of meals (not including breakfast which will already be paid for). This is **in addition** to the costs set out in the Temporary Accommodation and Decants Policy.
- 13.3 If a tenant is moved into a holiday home which is not located close to their home, we may pay them an allowance if they incur excess travel costs. This allowance is equivalent to the mileage allowance set by EVH (see section 14.1). This is **in addition** to the costs set out in the Temporary Accommodation and Decants Policy.
- 13.4 Housing Officers have the authority to commit to bed and breakfast accommodation up to the value of **£90.00** per night (based on a double room, inclusive of breakfast) or to holiday home accommodation for the same cost per night. Approval should be sought from the Housing Manager if accommodation is in excess of this sum.

14.0 TENANCY SUSTAINMENT FUND

- 14.1 The Tenancy Sustainment Fund will generally be used to directly pay for goods and services which will be provided to meet a tenant's individual requirements. Where goods cannot be sourced by ELHA directly, vouchers may be provided.

Awards will be capped to the value of **£250.00** unless in exceptional circumstances. Housing Officers can make awards up to this value. Anything above should be approved by the Housing Manager.

15.0 STAFF ALLOWANCES

- 15.1 ELHA Staff are entitled to claim a number of allowances in line with their terms and conditions of employment. The rates for these allowances are set annually by EVH, and an extract of those most regularly used by staff are detailed below.

ELHA Allowances

Description	Allowance
First Aid	£ 4784 per annum
Spectacles (Excess over amount recoverable from Simplyhealth)	£94.4795.22 per annum less amount recoverable from Simplyhealth
Essential Car Users Allowance	£ 14031,414 per annum
Mileage up to 10,000 miles	45p
Mileage over 10,000 miles	25p
Passengers per mile	5p
Subsistence if engaged on Group business for a period of more than 10 hours	£17.1217.26
Subsistence if engaged on Group business for a period of between 5-10 hours out-with the area	£10.4810.56

15.2 R3 Repairs Staff are entitled to claim a number of allowances in line with their terms and conditions of employment. Some of the rates for these allowances are based on ELHA rates. An extract of those most regularly used by staff are detailed below.

15.3 R3 Repairs Allowances

Description	Allowance
First Aid	£6.25 per week
Spectacles (Excess over amount recoverable from Simplyhealth)	£94.4795.22 per annum less amount recoverable from Simplyhealth
Car Allowance	£4,500 per annum
Mileage up to 10,000 miles and no car allowance	45p
Mileage over 10,000 miles or below 10,000 miles with car allowance	25p
Passengers per mile	5p

Subsistence if engaged on Group business for a period of more than 10 hours	£ 17.42 <u>17.26</u>
Subsistence if engaged on Group business for a period of between 5-10 hours out-with the area	£ 10.48 <u>10.56</u>

16.0 STAFF CALL-OUT RATES

16.1 Call-Out Rates (ELHA) (Physical Attendance)

ELHA staff who are called out of normal working hours to attend an emergency are entitled to claim an additional payment. The current rates for these additional payments are as follows:

Time of Call-Out	Hourly Rate
Day (Office shut) - 08.01hrs to 20.00hrs	Hourly rate x 1.5
Night - 20.01hrs to 08.00hrs	Hourly rate x 2
20.01hrs on 24 Dec. to 08.00hrs on 26 Dec.	Hourly rate x 3
20.01hrs on 31 Dec. to 08.00hrs on 2 Jan.	Hourly rate x 3

16.1.1 Minimum Call-Out Fee

The **minimum** call-out fee paid will be **2 x** the relevant hourly rate up to the first 2 hours. Each hour (or part thereof) after this will be paid at the relevant hourly rate.

16.2 No Call-Out Required – Telephone or Text response

The fee for responding to a call or text that does not require a physical attendance will be paid at the rate of £16 for the first call or text and £8 for subsequent calls or texts received or made for the same incident, up to a maximum of £56 for one incident.

At Night (as defined at 16.1), the payment will be £24 for the first call or text and £12 for subsequent calls or texts to a maximum of £84.

At Christmas and New Year (as defined at 16.1), the payment will be £32 for the first call or text and £24 for subsequent calls or texts to a maximum of £112.

Redirecting a call or text to a colleague or another service will attract a flat payment of £12 irrespective of time or date.

16.3 Staff Standby Rates (R3 Repairs)

The rates below will apply to work undertaken as a result of attendance at a call out while on Standby duty:

Standby / Call Out Duties	Rates
Standby full week Inclusive	£ 100.00
Standby per day, Monday to Friday	£ 10.00
Standby Saturday Only	£ 20.00
Standby Sunday Only	£ 30.00
Call Out when not on standby	£15.00

17.0 MANAGEMENT COMMITTEE / BOARD MEMBER ALLOWANCES

17.1 ELHA Management Committee Members and R3 Repairs Board members are entitled to claim a number of expenses in line with Policy. The current rates for these are as follows:

Description	Allowance
Mileage up to 10,000 miles	45p
Mileage over 10,000 miles	25p
Passengers per mile	5p
Subsistence - maximum claim for breakfast	£5
Subsistence - maximum claim for lunch	£10
Subsistence - maximum claim for evening meal	£15
Conference etc – out of pocket expenses (maximum per day)	£15

18.0 CAPITALISATION OF EXPENDITURE

18.1 The Group has a lower level below which items of expenditure should not be capitalised. The current level is **£300**.

19.0 RENTAL INCOME

19.1 The rental income per point for the year from 1 April to 31 March is ~~432.4~~134.8 pence.

19.2 The 'Bronze Key tenant discount' will be £5 per month for tenants who meet the required criteria.

19.3 The "Gold Key tenant discount" will be ~~£40~~15 per month for tenants who meet the required criteria

19.3 The “Platinum Key tenant discount” will be £~~20~~25 per month for tenants who meet the required criteria

19.4 The “New tenant discount” will be the full first month’s rent.

20.0 REVIEW OF POLICY

21.1 The Director of Finance will review this policy annually, with any amendments required being submitted to the Management Committee for approval.

ELHA Authorisation Levels 2021/22

Association staff are authorised to commit/order expenditure and/or to authorise invoices, against the relevant analysis codes outlined in **Appendix 1**, up to the amounts specified in the table below:

Title	Approval of Commitment/Order	Authorisation of Invoice
Receptionist Administrative Assistant, IT Officer/ IT Assistant	£200+VAT	not applicable
Finance Officer	£200+VAT	not applicable
Care & Repair Assistant, SRS Officer	£200+VAT	not applicable
R3Administrative Assistant, R3 Contracts Managers R3 Business Development Manager, R3 Billing Services Administrator and R3 Repairs Administrators	£500+VAT	not applicable
Executive Support Officer, Housing Assistants, Customer Information Officer, R3 Team Leader	£2,500+VAT	not applicable
Asset Management Assistant, R3 Service Manager, R3 Technical Manager	£5,000+VAT	not applicable
Housing Officer	£5,000+VAT	£2,500 + VAT
Care and Repair Officer	£5,000+VAT	£2,500+VAT
Property Officer	£10,000+VAT	£5,000+VAT
Departmental Manager	To Budget	To Budget
Senior Manager	To Budget	To Budget
Chairman	To Budget	To Budget

“To budget” means that authorised signatories may approve commitments or orders or approve invoices to the limit of the approved budget for a particular budget head within their area of authority (as per **Appendix 1**).

Departmental Managers include the following posts:

- Care and Repair Manager
- Finance Manager
- Housing Manager
- Corporate Services Manager
- Asset Manager

Senior Managers include the following posts:

- Chief Executive
- Director of Asset Management
- Director of Finance
- Director of Housing

ELHA Electronic Credit Card Limits

Card Holder	Transaction Limit	Monthly Limit
Asset Manager	£600	£2,000
Care & Repair Manager	£1,000	£2,000
Corporate Services Manager	£600	£2,000
Finance Manager	£600	£2,000
Housing Manager	£600	£2,000

R3 Repairs Authorisation Levels 2021/22

R3 staff are authorised to commit/order expenditure and/or to authorise invoices, against the relevant analysis codes outlined in **Appendix 3**, up to the amounts specified in the table below:

Title	Approval of Commitment/Order	Authorisation of Invoice
Operative	£1,000 + VAT	not applicable
Repairs Administrator	£2,000 + VAT	not applicable
Billing Services Administrator	£2,000+ VAT	not applicable
Materials Co-ordinator	£25,000 + VAT	not applicable
Service Manager/Technical Manager	To Budget	To Budget
Contracts Manager	£25,000 + VAT	£10,000 + VAT
Business Development Manager	£25,000+VAT	£10,000+VAT
Team leader	£10,000 + VAT	£5,000 + VAT
Director	To Budget	To Budget
Chairman	To Budget	To Budget

“To budget” means that authorised signatories may approve commitments or orders or approve invoices to the limit of the approved budget for a particular budget head within their area of authority (as per **Appendix 3**).

R3 Electronic Credit Card Limits

Card Holder	Transaction Limit	Monthly Limit
Materials Co-ordinator	£2,000	£10,000
Contracts Managers	£2,000	£5,000
Business Development Manager	£2,000	£5,000
Service Manager	£10,000	£10,000
Technical Manager	£10,000	£10,000
Director of Asset Management	£10,000	£10,000

List of Chargeable items

Repair	Amount (Excl.VAT)	VAT 20%	Incl. VAT
Force Entry	£60.00	£12.00	£72.00
Force Entry & Change Lock	£110.00	£22.00	£132.00
Force Entry & Change both Locks	£125.00	£25.00	£150.00
Board up Window (Emergency Call Out)	£130.00	£26.00	£156.00
Board up Window	£50.00	£10.00	£60.00
Reglaze window Single Glazed Approx 2.1sqm	£180.00	£36.00	£216.00
Reglaze window Double Glazed Approx 2.1sqm	£270.00	£54.00	£324.00
Check Electrics	£120.00	£24.00	£144.00
Call Out (Aborted visit due to eg. no access or non-emergency work)	£55.00	£11.00	£66.00
Replace WC. Note 3	£120.00	£24.00	£144.00
Replace WC and Cistern. Note 3	£220.00	£44.00	£264.00
Replace Wash hand basin.	£225.00	£45.00	£270.00
Replace Wash hand basin Pedestal.	£80.00	£16.00	£96.00
Replace Bath.	£440.00	£88.00	£528.00
Renew damaged passage doors (Per unit cost).	£130.00	£26.00	£156.00
Renew damaged worktop (per metre cost). Non sink top side.	£40.00	£08.00	£48.00
Renew damaged worktop (per metre cost). Sink top side which requires sink top removed and refitted.	£60.00	£12.00	£72.00
Patch damaged internal door (Per Unit Cost)	£20.00	£04.00	£24.00
Renew Damaged Wall Unit Door (Per unit cost).	£70.00	£14.00	£84.00
Renew Damaged Base Unit Door (Per unit cost).	£70.00	£14.00	£84.00
Renew Damaged / Missing Base Unit Plinth (Per unit cost)	£05.00	£01.00	£06.00
Renew wall or base unit Drawer front or door (Per unit cost)	£20.00	£04.00	£24.00
Replace missing skirting (Per metre cost)	£20.00	£04.00	£24.00
Renew acrylic or ply bath panel (Unit cost)	£57.00	£11.40	£68.40

Repair	Amount (Excl.VAT)	VAT 20%	Incl. VAT
Replace non standard or fit missing internal door handle (unit cost)	£10.00	£02.00	£12.00
Uplift & dispose of tenant floor coverings (unit cost).	£95.00	£19.00	£114.00
Clear tenant left contents from dwelling including outbuildings (average cost)	£170.00	£34.00	£204.00
Clear tenant left contents from outbuildings including shed/s (average cost)	£85.00	£17.00	£102.00
Dispose of garden shed (if in poor condition).	£100.00	£20.00	£120.00
Sparkle Clean.	£120.00	£24.00	£144.00
Strip wallpaper and leave prepared for decoration (per room cost)	£200.00	£40.00	£240.00
Remove tenant light fitting and fit pendant (unit cost).	£10.00	£02.00	£12.00
Renew single / double electrical outlet plate (average cost) Damaged /Non standard or paint damage.	£10.00	£02.00	£12.00
Renew single / double electrical switch plate (Unit cost) i.e. Damaged / Non standard or paint damage.	£20.00	£05.00	£25.00
Plaster repair to damaged wall (Total combined patches not exceeding 1 square m)	£10.00	£02.00	£12.00

Notes

1. This list is not exhaustive and other repairs that are deemed to be required will also be charged for based upon the National Housing Federation (NHF) Schedule of Rates.
2. These costs **do not include the administration charge** for the arrangement of the repair and are intended to compensate the Group for the labour and material costs of the repair only.
3. Where more specialised equipment is damaged, i.e. low level, close coupled WC's or level access showers, the actual cost of the replacement plus any administration fee will be charged.

Gifts & Hospitality Policy Review

Report by Martin Pollhammer, Chief Executive – for approval

1.0 Introduction

The Gifts & Hospitality Policy is due for review in March 2021.

Staffing related policies are normally reviewed against EVH Model policies, but EVH do not have a model Gifts and Hospitality Policy. A model Gifts and Hospitality Policy from the Information Commissioner's Office (ICO) has been used as a relevant basis for comparison.

2.0 Policy Changes

2.1 Bribery Act 2010

Whilst the ELHA Gifts & Hospitality Policy is in line with the ICO policy, there is reference to the Bribery Act 2010, within the ICO policy, which is currently not included in the ELHA Policy. A reference has therefore been added at Section 1.2 as follows:

'The policy also aims to ensure that conduct in relation to gifts and hospitality is compliant with the Bribery Act 2010, offences under which can be punished by a prison term of up to 10 years. Similar policies exist across the public sector.'

2.2 Other Changes

The other changes are of a minor nature, and are all tracked in the attached **Policy Document**.

The proposed changes were discussed and agreed at JCC on 3 March 2021.

Recommendation

The Management Committee is asked to approve revised Gifts & Hospitality Policy.

Date Issued	August 1996
Last Reviewed	March 2016
Department	Corporate
Title	Gifts and Hospitality Policy
Objective	To describe our arrangements for accepting and recording gifts and hospitality
Responsible	Chief Executive
Review Date	March 2021

1.0 INTRODUCTION

1.1 We recognise that the giving or receiving of gifts or hospitality is a common practice, but that it is important to demonstrate that in every area of activity the Management Committee and staff are clearly seen to be acting fairly, honestly and with 'probity'.

4.1.2 The policy also aims to ensure that conduct in relation to gifts and hospitality is compliant with the Bribery Act 2010, offenses under which can be punished by a prison term of up to 10 years. Similar policies exist across the public sector.

1.32 Committee Members and employees should always regard with caution any offer of favour or hospitality that is made to them personally.

1.43 As a general rule, individuals should not accept personal gifts other than those of minor value or of a trivial nature, nor allow extravagance in any entertainment received or given.

1.54 We recognise that there is a significant difference between small gifts and modest hospitality rendered as a genuine expression of appreciation - where no-one would wish to offend the giver - and those which may be interpreted as an inducement to influence business decisions.

1.65 Any gifts or offer of hospitality which may be regarded purely as an inducement to secure our business will be rejected, and the approach will be immediately reported to the Chief Executive (or Chairman in the case of the Chief Executive).

1.76 Any breach of these procedures by an employee will be dealt with in accordance with our disciplinary procedures.

Any breach of these procedures by a Management Committee Member will be investigated by the Chief Executive who will submit a report for consideration by the Management Committee. Depending on the seriousness of the breach, the Management Committee may decide that the Management Committee Member concerned should resign.

2.0 GIFTS

Receipt of Gifts

- 2.1 All gifts received by the Association as a corporate body, or by an individual Management Committee Member or staff member will be reported to the Chief Executive (or Chairman in the case of the Chief Executive). The details, ie donor; recipient (including final destination); description; approximate value, will be recorded in the Gifts & Hospitality Register.

The only gifts exempted from this rule will be items of small value - defined as costing up to ~~£10.00~~ £25.00 in total - such as flowers, diaries, calendars, boxes of chocolates etc. A list of permitted gifts can be found in Appendix A of the Entitlements, Payments and Benefits Policy.

- 2.2 If the Chief Executive (Chairman) decides that the gift might constitute a bribe or other inducement, the gift will be returned to the donor with a covering letter explaining that the gift cannot be accepted as it falls outwith our policy on receipt of gifts.

Examples of such gifts are cash, other payments, holidays or substantial items.

- 2.3 If the gift is clearly made as a token of the donor's gratitude for a service carried out to a very high standard and the value is not greater than £25.00, the details will be recorded and the recipient will be allowed to keep the gift.

- 2.4 Gifts which are acceptable and which are not being retained by the individual concerned will be received on the clear understanding that they will be donated to charity or will form part of our annual charity fund raising activities.

~~placed in a common 'pool'. The pool will be shared amongst members of staff at specified times e.g. Christmas.~~

Giving Gifts

- 2.56 We will normally only consider giving gifts in the following circumstances:

- when someone carries out work or provides a valuable service voluntarily or for a nominal fee;
- as a gesture of appreciation or sympathy, for example:
 - on the death of a Committee Member or employee;

- to mark the retirement or long service of a Committee Member or employee;
- the terminal or serious illness of a Committee Member or employee.

2.67 All proposals to make a gift will be submitted to the Chief Executive and will include the following details:

- who the gift is for
- why it should be given
- the nature of the gift
- the approximate value of the gift

2.78 The Chief Executive has delegated authority to approve gifts up to £50-25.00 in value. The Management Committee must approve gifts above this value.

2.89 Details of all gifts given will be recorded in the Gifts & Hospitality Register.

3.0 HOSPITALITY

Receiving Hospitality

3.1 Invitations from business associates, Consultants, Contractors or other suppliers, will be regarded as acceptable hospitality provided that the frequency and scale of such lunches would be regarded as normal given the scale of the business concerned, eg business lunch; official opening; special promotion or event attended by a range of other (potential) clients or customers and does not exceed £50.00. Prior approval is sought from the Management Committee for any invitation with a value that is greater than £50.

Any Management Committee Member or staff member who becomes concerned about the scale of hospitality being offered should consult the Chief Executive (or Chairman as appropriate) prior to accepting.

~~3.2 All other offers of hospitality will be referred to the Chief Executive or Chairman as appropriate for a decision.~~

~~3.33.2~~ The details of all hospitality received, ie who from, who to, nature of hospitality, approximate value; will be recorded in the Register of Gifts and Hospitality.

Giving Hospitality

3.34 All proposals for the provision of hospitality by the Management Committee, an individual Management Committee Member or a member of staff (normally only members of the Management Team), will be with the agreement of the

Chief Executive. If the proposed value of the hospitality is over £100, the Chief Executive will consult with the Chairman.

3.45 If the decision is to offer the hospitality, the details will be recorded in the Gifts and Hospitality Register, including:

- who the hospitality is for
- why it should be given
- the nature of the hospitality
- the proposed value/venue/date

3.56 Where the hospitality is to be provided by an individual, e.g. business lunch, appropriate receipts must be produced along with the expenses claim form prior to reimbursement being made. Payment for corporate hospitality will normally be made direct to the supplier(s).

4.0 RETIRAL/LONG SERVICE AWARD POLICY

4.1 Introduction

We recognise the contribution made by staff to our success. We want to ensure that we recognise and mark loyal service, and therefore have set out awards that apply to all staff leaving us who have built up more than 5 years service with us, in accordance with EVH recommendations, and contained within our terms and conditions of employment.

4.2 Awards

The following arrangements will apply (subject to the agreement of the staff member concerned). These awards are designed to supplement and support any arrangements which members of staff make on the retirement / resignation of a colleague.

We will:

- Meet the catering costs of all presentation functions for staff with 5 or more years service. This provision is designed to cover the cost of a traditional workplace presentation (tea/coffee/cakes etc).
- In addition, we will make a corporate contribution to a retirement / leaving gift based on the employee's length of service with us as follows:
 - **5 – 10 years service: £100.00**
 - **10 – 15 years service: £125.00**
 - **15 – 20 years service: £175.00**

- **Over 20 years service: £225.00**
- We will respect our staff member's wishes in all cases, and if they prefer, our contribution can be used to help fund a more elaborate function away from our office.
- At least one member of the Management Committee will be asked to attend all such presentations where these are held in our office. Where invited to do so, a Management Committee member will take part in any presentation.

4.3 Scope

The above arrangements will apply to all categories of staff regardless of grade, and to all retirees including those which are on the grounds of ~~organisational change or~~ ill health.

5.0 PARTIES & CELEBRATIONS

5.1 In arranging parties (e.g. Christmas parties), special functions or anniversary events, the costs of which are partly or wholly being met by us, and in accordance with our ~~Schedule 7 Benefits and Payments Policy~~Entitlements, Payments and Benefits Policy, we will ensure that:

- all participants in the event will be entitled to exactly the same 'benefits', with no preference being shown to any individual
- the arrangements and a budget for the event have been approved beforehand by the Management Committee

5.2 Where appropriate, we may choose to seek sponsorship for such events.

6.0 MONITORING AND REVIEW

6.1 The Chief Executive will ensure that all relevant details are entered into the Gifts & Hospitality Register.

6.2 The Chief Executive will submit an annual report to the Management Committee on the gifts and/or hospitality received or given, at their first meeting in the calendar year.

6.3 The Chief Executive will ensure that the Management Committee reviews this policy at least every five years.

Insurances Policy Review

Report by Paula Oliver, Director of Finance – for Approval

The Group's Insurances Policy is due for review.

The Policy has been updated with three additional categories of cover (Terrorism, Cyber Cover and Entity Defence), and with other minor administrative changes.

Recommendation

The Management Committee is asked to approve the Insurances Policy.

ELHA POLICY

Date Issued	February 1998
Last Review Date	March 2021
Department	Corporate
Title	Insurances
Objective	To describe the Group's arrangements for insuring all relevant activities
Responsible	Director of Finance
Next Review Date	March 2026

1.0 POLICY STATEMENT

- 1.1 We will ensure that we have appropriate levels of insurance cover for all our relevant activities in accordance with current statutory requirements and "best practice".
- 1.2 The Management Committee will review the levels of cover regularly and at least annually.
- 1.3 We will renew the Group's insurance arrangements through a tendering exercise at regular intervals of three years.

2.0 INSURANCE COVER

- 2.1 We will arrange insurance cover for all of the Group's relevant activities, including (but not limited) to:
 - Material damage to housing stock, including the Association's contents
 - Property Owner's liability
 - Loss of rent as a result of damage (through fire etc.)
 - Material damage to office premises and contents, and interruption of business
 - Public Liability
 - Employer's Liability
 - Personal accident arising from work
 - Fidelity guarantee (covering theft and fraud)
 - All risks loss of money
 - Computers - physical loss or damage, erasure of data, failure of electricity

Supply

- Cyber Insurance – loss from unauthorised access to our ICT Systems
- Terrorism Cover
- Professional Indemnity Insurance
- Motor Vehicle
- Legal Expenses
- Directors and Officers Liability
- Engineering
- Plant Hire
- Entity Defence Cover

- 2.2 If we arrange cover for a period greater than one year, we will ensure that the agreement specifies the arrangements for reviewing and, if appropriate, revising the annual premium.
- 2.3 The agreement will specify the arrangements for notifying the insurers of material changes that would affect the level of cover, such as an increase in the number of properties as a result of handovers.
- 2.4 The Director of Finance will be responsible for ensuring that appropriate internal procedures are in place for material changes to be highlighted and notified.
- 2.5 Department Managers must ensure that any agreements negotiated within their departments with external bodies cover any legal liabilities to which the Group may be exposed. The Director of Finance's advice must be sought to ensure that this is the case. Department Managers must give prompt notification to the Director of Finance of any potential new risks and additional property and equipment which may require insurance and any alterations affecting existing risks.
- 2.6 The Director of Finance will have delegated authority to arrange further cover as necessary and will report any such new arrangements to the next meeting of the Management Committee.
- 2.7 Department Managers must advise the Director of Finance immediately of any event which may give risk to an insurance claim. The Director of Finance will notify the Association's insurers and, if appropriate, prepare a claim in conjunction with the Department Manager for transmission to the insurers.
- 2.8 The agreement with the insurers will specify the procedures for submitting claims for compensation or reimbursement under the various policies.

3.0 MONITORING AND REVIEW

- 3.1 The Director of Finance will monitor the use made of insurance cover and will report to the Chief Executive and to the Management Committee as required, on any matters requiring decision.

- 3.2 The Director of Finance will review the range and level of insurance cover prior to each anniversary of the agreement, and will report with any recommendations for change to the next meeting of the Management Committee.
- 3.3 The Director of Finance will ensure that this policy is reviewed at least every five years and that any amendments required are submitted to the ~~Finance & Audit Sub-Management~~ Committee for approval.

ICT Security Policy

Report by Paula Oliver, Director of Finance – for approval

Following a recommendation from the Association's Internal Auditors, the attached ICT (Information and Communications Technology) Security Policy has been drafted.

The Policy addresses the critical importance of the security of Group ICT systems for business continuity and for the safeguarding of the information these systems hold.

It should be noted that this is a Group policy applying to both ELHA and R3.

Recommendation

The Management Committee is asked to approve the ICT Security Policy.

ELHA POLICY

Date Issued	February 2021
Department	Corporate Services - IT
Title	ICT SECURITY POLICY
Objective	Provide Staff with suitable Information Communication Technology (ICT) for their working needs and to prevent unauthorised access to the Group's IT Network
Responsible	Director of Finance
Review Date	February 2026

1.0 Introduction

We ensure that we provide our staff with the access to the Information and Communications Technology (ICT) systems they require to undertake their duties, whilst maintaining strict security to prevent unauthorised access to these systems. We are committed to maintaining the highest standards of ICT Security and protection of our data.

1.1 The aims of this policy are to:

- Protect the Group's network from unauthorised access, cyber-attacks, theft of data, fire and other risks
- Provide staff with suitable ICT for their working needs, including access to the programs and data they require
- Deny access to all programs, data and hardware to unauthorised users
- Comply with all legal requirements in relation to GDPR
- Require a high level of anti-virus protection to be in place
- Require multi-factor authentication to be installed for remote working
- Minimise the risk of introduction to our ICT systems of unauthorised programs, data, viruses or other risks
- Maintain procedures related to our ICT systems

1.2 Cyber Essentials Certification

Cyber Essentials is a UK Government information assurance scheme that is operated by the National Cyber Security Centre (NCSC). It encourages organisations to adopt good practice in information security. Cyber Essentials also includes an assurance framework and a simple set of security controls to protect information from threats coming from the internet.

There are two levels of assurance. The Group currently holds Cyber Essentials, but is working towards the higher level, Cyber Essentials Plus.

1.3 Related Policies / Procedures

The ICT Security Policy is supported by:

- Cyber Essentials Certification
- The ICT Strategy
- The Use of Information Technology Procedure
- The Working Away from the Office Policy
- The Emergency Working from Home Policy
- The Information Technology Systems Policy

2.0 Responsibility for ICT Security

2.1 The Director of Finance has overall responsibility for ensuring the security of our ICT Systems and data. The Director of Finance and Corporate Services Manager will work with the Group's IT Managed Services provider to make sure all systems and data are secure.

2.2 Conflicting duties and areas of responsibility shall be segregated where possible to minimise the risk of accidental or misuse of the Group's assets.

2.3 The Group's IT Managed Services provider will maintain all security and passwords relating to the network and applications.

3.0 Network / Application and Data Security

3.1 Our infrastructure will be protected by firewalls and virus protections managed by our IT Support provider.

- 3.2 IT Support staff will have separate system administrator logins.
- 3.3 All staff are provided with a unique user identity which allows access to the system and which is further protected by passwords. Staff are required to keep these passwords confidential and change them at least once every 90 days.
- 3.4 All staff are given access to the areas of the Network and applications relevant to their role. Access requirements are supported by authority from a line manager.
- 3.5 All staff must log out of the network at the end of their working day.
- 3.6 Staff leaving the Group will have their system access rights terminated on their leaving date.
- 3.7 The Group's IT Support provider:
- Is responsible for ensuring a daily back-up of our network is undertaken and for confirming success to the Group's IT Support staff.
 - Will alert us of any data security breaches, and of any unusual / unauthorised access attempts or other suspicious activity
 - Will carry out patching to our network at regular intervals to meet our security requirements (for example "Cyber Essentials" certifications)
 - Provide regular reports detailing any potential security breaches, network issues requiring attention and actions to be taken
 - In conjunction with our Corporate Services Manager and IT Support Staff, will ensure multi-factor authentication (MFA) is required for all users working remotely
 - Manage and maintain all network and administration passwords securely
- 3.8 All staff are required to adhere to their own department's controls and procedures for data entry, processing and reporting.
- 3.9 The use of memory sticks will be kept to a minimum and tightly controlled. IT Support will maintain a register of memory sticks held and staff are required to return these to IT Support after use for the removal of any data.

4.0 Document Security

4.1 Users will have access to drives on our network, depending on their operational requirements. The drives provided for users are as follows:

- “H” Drive as home directory for users to store private files
- “J” Drive, ELHA’s shared drive for user access by department (this drive contains all policies and procedures for Group and ELHA operations)
- “K” Drive – R3 Repairs’ shared drive for user access by R3 staff and relevant ELHA staff (this drive contains all policies and procedures for R3’s operations)
- “Q” Drive – Secure drive, accessible to Senior Management Team only

4.2 In addition to the above, there are other drives that are provided for individual software packages to support our applications, e.g. SDM.

5.0 Procedures

5.1 We maintain a suite of IT procedures including critical network operating procedures (password protected as required).

5.2 We review procedures regularly and update them to reflect current processes.

5.3 We issue the “Use of Information Technology” procedure to all staff and provide regular updates.

5.4 The Corporate Service Manager / IT Support staff will report any breaches of network or data security to the Senior Management Team.

5.5 All breaches of the network or our data will be recorded in line with GDPR requirements.

6.0 Monitoring and Review:

6.1 This policy will be reviewed every five years by the Director of Finance.

Chargeable Repair Service Policy Review

Report by Karen Barry, Director of Housing – for approval

1.0 Introduction

The Internal Audit of Current Tenancy Debts (excluding rent) carried out in November 2020 has prompted an early review of the Chargeable Repair Service Policy.

TIAA made several recommendations in relation to Chargeable Repairs which are currently being implemented through the review of procedures and staff training.

2.0 Policy Changes

2.1 “Up-front” Charges

One operational suggestion made by TIAA was that the Association should consider obtaining payment from tenants prior to non-essential works being instructed, in order to avoid future issues of debt recovery.

The Senior Management Team do not recommend this approach for a number of reasons. Taking this approach would mean treating tenants differently from all other R3 Direct customers, and could be considered discriminatory as a result. In some cases, tenants are vulnerable or may struggle to pay in advance, and as landlord, the Association has a vested interest in ensuring properties are maintained in good order. However much more robust processes and procedures are now in place that should ensure better recovery of these charges.

2.2 Other Changes

Most of the changes being recommended are self-explanatory and are tracked in the **Policy Document** attached to this report.

The key changes being recommended at 1.12, 2.2, 2.7, 3.3 and 3.12 are to remove the administration charge and discount for early payment. Applying an administrative charge only increases the costs of repair which are already often difficult to recover, and increases the level of write off unnecessarily, whilst the discount has had little impact in encouraging tenants to pay the invoices early. The Key Tenant Scheme now supersedes this reward scheme.

A further change has been made at 5.3 which is to remove the sentence relating to visiting former tenants. Experience suggests that this is not an efficient use of resources. Tenants are visited prior to tenancy end and contacted again after tenancy end to advise of chargeable repairs and the debt recovery process.

Recommendation

The Management Committee is asked to approve changes to the Chargeable Repair Service Policy.

ELHA POLICY

Date Issued	29 November 2012
Last Reviewed	March 2021
Department	Asset Management
Title	Chargeable Repair Service
Objective	To minimise the loss of income through the prompt and effective recovery of chargeable repair costs.
Responsible	Director of Asset Management
Next Review Date	March 2026

1.0 Policy

- 1.1 We will carry out **C**hargeable **R**epairs with the express agreement of the tenant or owner, provided there are no unpaid chargeable invoices outstanding. The only exceptions to this will be when an emergency repair is necessary because of damage caused by the tenant.
- 1.2 We reserve the right to insist that the specification of a major component meets our current standard. This is to ensure that the quality of major components, such as the replacement of external doors is not compromised.
- 1.3 We will **r**echarge owners for the costs incurred by us, on their behalf, such as building insurance, maintenance, **_**mutual repairs and landscape and gardening services. An administration fee will be included in the overall fee to contribute towards our administration costs and arranging of the services.
- 1.4 We will take reasonable steps to recover costs where we have carried out work. We will consider the potential costs in time and money to the Association when trying to recover costs.
- 1.5 We will not **r**echarge mutual owners for shared costs without their written agreement, except for emergency repairs carried out to safeguard the occupants and protect the property.
- 1.6 We will encourage mutual owners to carry out repair work when we are the minority owner and will pay our share of the agreed costs. However, we will consider a request from the majority owners to provide a cost for the work, **_** and may carry out the work on their behalf provided we have the written agreement of all owners (see also paragraphs 3.4 and 3.5).

- 1.7 We will cancel owners' building insurance where payment is not received within the specified time. If this happens, we will notify their mortgage lender, ~~(if known)~~, that the building insurance is not paid, putting the property at risk.
- 1.8 We will consider ~~re~~charging tenants for abortive emergency call-outs.
- 1.9 When a ~~C~~hargeable ~~R~~epair is to be charged at the end of a tenancy, we will make every effort to contact the former tenant to make a suitable arrangement to clear the debt.

1.10 All outstanding former tenant and owner debts will normally be referred to a debt collection agency apart from ~~those where:~~

- ~~When a~~ repayment arrangement ~~to pay~~ has been agreed and is being maintained;
- Where debts are considered uneconomical to pursue- or there are exceptional circumstances, And for example,- those debts arising from a tenant's death, if we know that there is no estate ~~(s-~~ Such cases will be considered for writeing off.)

~~4.10~~1.11 The following repairs are recognised as those that we would generally recharge for as they are the tenant's responsibility. This list is not exhaustive:

- Boarding up windows and doors
- Reglazing windows
- Forcing entry
- Forcing entry and changing the locks
- Changing locks
- Replacing internal doors
- Replacing bathroom fittings (wash hand basins, WC's and cisterns)
- General damage by the tenant

1.12 ~~Both the costs of C~~hargeable ~~R~~epairs ~~costs are and the administrative fee will be~~ reviewed on an annual basis and ~~The increase in the Administration Fee will be based upon RPI at 31 December each year. The increase in the chargeable repair cost will be based upon the actual cost increase incurred. Both any~~ increases will be applied from 1 April the following year.

2.0 Current Tenant Chargeable Repairs Procedure

- 2.1 When a repair is classed as a Chargeable Repair, we will advise the tenant:-
- That the repair is their responsibility
 - The cost of doing the work on their behalf
 - That they can arrange the repair themselves using their own contractor

- That we reserve the right to replace major components to our minimum current standard

- 2.2 We will tell the tenant of the total cost of the repair, (which includes VAT) ~~however, and an administration fee) from the attached list of charges (Appendix 1). These costs are reviewed annually, in April of each year.~~ If the Chargeable Repair is not a common repair for which we hold costs, we will advise the tenant that we will obtain a cost ~~(which will include VAT and administrative charge),~~ and revert back to them within an agreed timescale before proceeding any further.
- 2.3 We will raise a works order when the tenant has accepted the price quoted and will write to them, confirming the details of the repair ordered, the agreed cost and the contractor who will carry out the work.
- 2.4 We will maintain a record of all issues relating to Chargeable Repairs. This will include a record of phone calls, contact with contractors and any variations to the works order.
- 2.5 Our Finance Department will send an invoice to the tenant within 30 days of receiving notification from the contractor that the work is complete.
- 2.6 Tenants must pay invoices within 14 days of receipt. If the invoice is not paid within this ~~period~~ we will send a reminder letter giving them a further 14 days to pay. ~~If the costs are still not paid, we will send a further reminder letter giving them a further 7 days to pay.~~ We will consider sending the debt to a debt collection agency if the invoice remains unpaid.
- ~~2.7 As an incentive to pay, we will give those tenants who pay the invoice within 14 days of it being sent to them a discount of £25 off the total cost.~~
- ~~2.8~~ 2.7 ~~If~~ Whilst an invoice remains unpaid, we will not instruct any further Chargeable Repairs on behalf of the tenant until the invoice is paid or a suitable repayment arrangement ~~to pay the outstanding debt is has been~~ agreed and is being maintained. However, both the Asset Manager and Housing Manager have discretion to order further Chargeable Repairs in exceptional circumstances ~~only~~. For example, if a Chargeable Repair is required to make the property wind and watertight or for health and safety reasons.
- ~~2.9~~ 2.8 We will always attempt to recover Chargeable Repair debts and will expect tenants to make arrangements to clear them if they want a transfer or an exchange. ~~However,~~ if a tenant has both rent and Chargeable Repair debts, then the recovery of the rent arrears will take first priority, though this may depend on an individual tenants circumstances and we may seek to have a repayment arrangement in place for both debts.

2.910 If a tenant terminates their tenancy and the invoice remains unpaid, we will remind them that they must clear the debt before the termination date, failing which the debt may be passed to a debt collection agency for recovery.

3.0 Mutual Repairs Procedure

3.1 We will prepare and price a detailed schedule of works for common repairs involving mutual owners.

3.2 Once the price has been established, we will inform each mutual owner, in writing of:

- Details of the proposed repair
- The estimated cost of the work, and their share of the costs
- That they can arrange the repair themselves using their own contractor.

3.3 We will ask all owners to confirm that they agree to the work being carried out and that they accept responsibility to pay their share of the cost inclusive of VAT. This cost will include VAT and an administration fee.

3.4 If a majority of owners agree that the work should go ahead, we will inform all of the owners that the majority has agreed and will proceed with the work.

3.5 If a majority of owners agree that the work should go ahead, but we are a minority owner, we will decide whether we want to proceed with the work or advise the majority owners to organise the repair themselves. An example of when we may do the work is if there is a health and safety issue.

3.6 If we proceed with work, we will instruct the contractor to carry out the repair according to the schedule of work at the agreed price.

3.7 The majority procedure described at 3.4 will apply to the repair of common parts only and does not include improvements such as door entry systems. Improvements require the consent of all owners.

3.8 Before the work starts, we will provide each owner with:

- The contractors name, and contact details
- The date when work will begin
- The length of time the work will take

3.9 We will keep owners fully informed, in writing, of any changes that affect the progress or cost of the work.

3.10 We will maintain a record of all issues relating to the repair. This will include:

- A record of phone calls and correspondence

- Contact with the contractor
- Contact with owners
- Variations to the work

3.11 The Finance Department will send an invoice to each owner within 30 days of receiving notification that the work is completed.

~~3.12 As an incentive to pay, we will give those owners who pay the invoice within 14 days of it being sent to them a discount of £25 off the total cost.~~

3.12 Invoices must be paid within 14 days of receipt. If the invoice is not paid, the Finance Department will send a reminder letter, giving the owner a further 14 days to pay. If the invoice is still not paid, or a suitable arrangement to pay has been agreed and not maintained, we will send a final letter giving the owner a further 7 days before passing the debt to a debt collection agency for recovery.

4.0 Correspondence

4.1 All correspondence to mutual owners, including invoices, must be addressed using the owner's name. We will make every effort to establish the name of the owner prior to the repair being instructed.

5.0 Former Tenant Chargeable Repairs

5.1 Former tenant ~~C~~hargeable ~~r~~epairs and other tenancy debts, such as -rent arrears, legal expenses, Sheriff Officer Fees and Benefit ~~O~~verpayments will be pursued, however the amount of staff time expended will be kept to a minimum.

5.2 Where the tenant's whereabouts are known or we have an email address, we will write to the former tenant warning that if they do not clear the debt or enter into a suitable repayment arrangement the debt will be passed to a debt collection agency for recovery.

~~5.3 If practicable, one home visit will be carried out in an effort to collect the debt.~~

~~5.3~~ If ~~the measures detailed above prove unsuccessful or~~ the tenants' whereabouts are unknown, a debt collection agency ~~(approved by the Management Committee)~~, will be instructed to pursue the debt.

~~5.45~~ We may take legal action to recover former tenancy or other tenancy debts and will take a pragmatic approach to this taking into account the costs that will be incurred as a result of such action, the best chances of collection and minimising debt write off.

- 5.56 If a tenant has died and we know that an estate has been left, we will contact the Executor to attempt to recover the debt. If there is no Executor, we will consider writing off the debt.

6.0 Monitoring and Performance

- 6.1 The ~~Housing and Property Services Sub~~Audit & Assurance -Committee will monitor performance through the submission of quarterly reports, and -

- ~~6.2 The Finance and Audit Sub Committee~~ will be asked to approve any write offs deemed to be required.

- 6.23 Detailed procedures are provided to staff to ensure that this policy is operated effectively.

7.0 Review of Policy

- 7.1 The Director of Asset Management will ensure that this policy is reviewed every five years and that any amendments required are submitted to the ~~Housing and Property Services Sub~~Audit & Assurance-Committee for approval.