

Group Policy on Gifts, Hospitality, Payments and Benefits

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1. Introduction

1.1 The Wheatley Housing Group Limited (the "Group") is a Registered Social Landlord ("RSL"), and the parent in a group structure which contains registered and non-registered subsidiaries. We operate within a regulated sector which has a strong reputation for integrity and accountability. We have a duty to ensure that, as a Group, we conduct our affairs with honesty and integrity and support upholding the reputation of the wider sector.

2. Policy scope, aims and objectives

2.1 We are committed to the highest possible standards of openness, probity, good practice and accountability and conduct our affairs with honesty and integrity. This Group policy sets out how we will achieve this in relation to Gifts, Hospitality, Payments and Benefits.

2.2 This Policy is designated as a Group policy which means that it applies to employees and members of every organisation in our Group. For the purposes of this policy 'employees' and 'members' are defined as follows:

- "Employees" – all employees within the Group, including people working for us on a freelance, secondment, agency or consultancy basis; and
- "Members" – all governing body and committee members within the Group, including co-opted members.

2.3 The aims and objectives of this policy are to:

- Set out the legal and regulatory requirements applicable to the Group;
- Provide staff and managers guiding principles and, where necessary, clear, prescriptive guidance for making decisions in relation to gifts, hospitality, payments and benefits;
- Prevent staff being placed in a position where their integrity could be called into question;
- Provide a formal mechanism for recording the granting or receipt of gifts, hospitality and payments; and
- Confirm the reporting arrangements for monitoring the granting or receipt of gifts, hospitality and payments.

3. Equal Opportunities Statement

3.1 We are committed to providing fair and equal treatment for all of our stakeholders, including any tenants of the Group, and will not discriminate against anyone on the grounds of race, colour, ethnic or national origin, language, religion, belief, age, gender, sexual orientation, marital status, family circumstances, employment status, physical ability and mental health. We positively endeavor to achieve fair outcomes for all.

3.2 We carry out Equality Impact Assessments on our policies and activities to ensure that there are no negative equality and diversity implications. We take appropriate action to address inequalities likely to result or resulting from the implementation of the policy and procedures.

4. Legal and Regulatory Requirements

4.1 As a Group with a RSL as the parent company, we are regulated by the Scottish Housing Regulator (“SHR”). The SHR’s Regulatory Framework includes Regulatory Standards of Governance and Financial Management (“the Standards”) which RSLs are required to comply with. There is a specific Regulatory Standard that:

“The RSL conducts its affairs with honesty and integrity”

4.2 In addition to this, the Standards also state

“it is for each RSL to decide if, and how, it wants to manage payments and benefits to its governing body members, staff, and their close relatives. Where an RSL exercises its discretion and does decide to make such payments we require it to do so within a clear policy framework to make sure it acts with transparency, honesty and propriety and avoids any public perception of improper conduct.”

4.3 Our Group also contains a number of registered charities. The trustees of our charities are required to ensure the charity complies with Charity law, specifically the complying with the Charities and Trustee Investment (Scotland) Act 2005.

4.4 We also have a legal obligation to comply with the requirements of The Bribery Act 2010, which makes is an offence to:

- Bribe another person (e.g. offer, promise, or give financial or other advantage to induce or reward improper performance of a function);
- Receive bribes from another person (e.g. agreeing to receive or accept a financial or other advantage for improper performance of a function);
- Bribe foreign officials; and
- Fail to prevent bribery.

5. What does this policy cover?

5.1 This policy is divided into the following sections: gifts and hospitality, payments, and benefits.

5.2 As well as considering your own actions, you must be aware of the potential risk created by the actions of people that you are closely associated with. The groups of people are:

| Group 1 Members of your household | Group 2 People closely associated with you who are not a member of your household | Group 3 Others |
|---|---|--|
| <ul style="list-style-type: none"> ▪ Anyone who normally lives as part of your household, whether they are related to you or not, including spouses/partners who work away from home or children who are in full-time education but live away during term time | <ul style="list-style-type: none"> ▪ Parents/step-parents/parents-in-law and their partners ▪ Children/step-children and their partners ▪ Siblings/step-siblings and their partners ▪ Grandparents/step-grandparents and their partners ▪ Someone who is dependent on you ▪ Close friends | <ul style="list-style-type: none"> ▪ Other relatives ▪ Other friends ▪ Business contacts/associates |

5.3 For anyone listed in the table, you are expected to be aware of and notify us (as appropriate) by way of a declaration of interest of any of the following:

- A significant interest in a company or supplier that we do business with (e.g. as a shareholder) but not where an individual has shares in large companies such as banks or utility companies where owning shares is unlikely to give the individual any significant influence over the activities of that organization;
- Involvement in the management of any company or supplier that we do business with or which is on our approved list; or
- Involvement in tendering for or the management of any contract for the provision of goods or services for us.

5.4 We expect a common sense approach to be adopted in relation to this policy. We recognise that you will not always be closely acquainted with or in regular contact with all of the people listed in 5.2 and we do not expect you to go to unreasonable lengths to identify actions or involvements covered by the policy.

6. Policy Statement and Principles

6.1 We have a duty to act with honesty and integrity, and must be able to demonstrate the values of good governance through the behavior of our Employees and Members.

6.2 We recognise that there are certain circumstances where it may be perceived that there is the potential for someone to benefit from having a connection with us.

On this basis our policy is based on the following principles:

- Employees and Members must never place themselves under any obligation to third parties, which might influence, or be perceived to influence, the conduct of their duties;
- All offers of gifts or hospitality received by Employees and Members should be considered carefully, and should be refused if they are of a significant nature, or could be perceived adversely or as likely to influence decision making by a reasonable external observer;

- Gifts must not be accepted where they may appear to be disproportionately generous or could reasonably be construed as an inducement to affect a business decision;
- Perception can often be more important than fact; if an adverse construction could be placed on the acceptance or the offer of gifts or hospitality then the offer must be refused or not made. Before accepting an offer reference should be made to the procedures embedded in this policy;
- All gifts made or hospitality offered by Employees or Members should be considered carefully and should not be made or offered if they are of a significant nature or could be perceived adversely or as likely to influence decision making, by a reasonable external observer;
- Employees and Members have an obligation to act ethically and with integrity, including full disclosure of any gifts and hospitality provided or offered where required under this policy;
- It is the responsibility of Employees and Members to fully disclose any potential conflicts of interest that arise between their own, or someone closely associated with them, personal or business interests and their duties to us, in accordance with the employee and governing body Codes of Conduct; and
- Employees and Members should not receive any payments or benefits to which they are not entitled and should not influence or be party to any decision which could lead to payments or benefits anyone closely associated with them.

6.3 Based on these principles, the general rule is to not to provide or receive a gift, hospitality, payment or benefit if there is any doubt as to the appropriateness of the offer.

7. Gifts and Hospitality

- 7.1 The most important consideration in relation to offers of gifts and hospitality is that they should be **proportionate** and **appropriate** to the circumstances in which they are offered or received. It is recognised that the majority of gifts and hospitality offered are unsolicited, however this should not have a bearing on whether a gift or hospitality is considered to be proportionate or appropriate.
- 7.2 We must also apply common sense in considering the receipt of gifts and hospitality offers so that we avoid causing offence or going to unreasonable lengths to decline gifts e.g. posting back pens or diaries.
- 7.3 All gifts and hospitality above a certain threshold require to be formally declared, whether they are accepted or declined. A record of all gifts and hospitality which require to be declared under this policy shall be recorded on the appropriate Notification Form attached Appendix 1A/1B and entered into the appropriate Gifts and Hospitality Register.

There shall be a Gifts and Hospitality Register for:

- Each Member of the Group Executive Team, covering all his or her staff;
- The Group Executive Team; and
- Governing body members.

The register shall hold the following information:

- Details of the offer of a gift or hospitality;
- Recipient of the offer of a gift or hospitality;
- Whether the offer was accepted or declined; and

- The organisation within which the individual(s) offered or received a gift or hospitality eg GHA or Loretto.
- 7.4 Any information provided by Employees or Members to the Group by way of the Gifts and Hospitality Registers, including personal information, may be the subject of requests from the public for information under the Freedom of Information (Scotland) Act 2002 (FOISA) and the Environmental Information (Scotland) Regulations 2004 (the EIRs). These provide individuals with the right to request any information held by the Group, and any information on matters relating to, or arising out of, this policy, including the Notification Forms.
- 7.5 Information will only be withheld where FOISA or the EIRs expressly permits it. Therefore, when completing entries into the Register, individuals should ensure that they can demonstrate that they are using resources to good effect with probity and are conducting all dealings in an open and responsible way.
- 7.6 For more information, please see the Group's Data Protection policy and the Group's FOI policy which can be found on our staff intranet, we Connect, and on the Group's website. A hard copy is also available on the request.

Gifts offered to us

- 7.7 This policy considered gifts to be items which are given without the overt expectation of receiving anything in return.

Gifts of negligible value

- 7.8 Gifts which would usually cost less than £5, such as branded marketing material including pens, diaries, notepads, books may be accepted and kept by individuals. Such gifts are not required to be formally declared and entered into the Gift and Hospitality Register. Such gifts should never be solicited.

Gifts of up to £25

- 7.9 Employees and Members may accept gifts with a low value, which would typically mean gifts that have a retail value of approximately £25. These will generally be items such as boxes of chocolates, bottles of wine or flowers, particularly during the festive period, which it would be difficult to refuse without causing unnecessary offence and could not be reasonably perceived as likely to influence decision making. Employees and Members should consider donating any such gifts to a raffle or similar to raise money for charity.
- 7.10 Employees and Members should not generally accept more than one such gift from the same source in a 12 month period. Cash or cash equivalents (e.g. gift vouchers) should never be accepted.

Gifts over £25

- 7.11 Gifts that are not of a low value (i.e. they have an estimated retail value of more than approximately £25) should ordinarily be politely refused or returned. Where it is considered that it would be either impractical or cause offence to return such a gift, it should be treated as follows:

- Personal retention of the gift – where the recipient proposes to personally retain the gift, this must be approved by a senior manager, who must satisfy themselves that this could not give rise to any adverse perception and is not suitable for donation to a raffle. This should be by exception, for example perishable goods such as flowers; and
- Donation to charity raffle – the gift should be raffled and the funds donated to the Group’s charity of the year.

7.12 Employees and Members should not generally accept more than one such gift from the same source in a 12 month period. Cash or cash equivalents (e.g. gift vouchers) should never be accepted.

Gifts offered by us

7.13 Gifts provided by us should be relevant to our business and should not be given with the expectation of anything in return.

Gifts to individuals and organisations external to the Group

7.14 There will be occasions where it is permissible for the organisation to provide a gift. We may wish to give a gesture of recognition to an individual or organisation for example where someone we have had a longstanding relationship with is retiring or a significant achievement by a key partner.

7.15 Any gift provided should not normally exceed a cost of £50. When giving a gift we must take account of the same principles when we are offered a gift: the potential perception that we are seeking to gain any advantage, influence or induce a decision in our favour or that it is unreasonably generous.

Gifts to Employees and Members

7.16 We can make gifts of a small value to Employees or Members on certain occasions where a mark of appreciation or sympathy is appropriate, e.g. in response to death, serious illness, or retirement. The value of such gifts will generally not exceed £50 and should not be cash.

7.17 Any gifts above £50 must be authorised by both a Group Director and either the Director or the Company Secretary. Any gifts over £150 must be authorised by the Group Chief Executive.

7.18 In authorising any such gift we must ensure that the gift could not be perceived as overgenerous and we are cognizant of the possibility for our offer of a gift to be published by the recipient. For the purposes of this policy, the distribution of our marketing material is not considered to be the offer of a gift.

Hospitality

7.19 Hospitality can be considered to cover a wide range of areas, such as:

- Working/corporate lunches and formal dinners;
- Invitation to conferences;
- Tickets to social activities such as sporting or cultural events;
- Networking events; and

- Invitation to professional development seminars.

7.20 Hospitality can be offered to Employees or Members or offered by Employees or Members on behalf of the Group.

Hospitality offered to us

7.21 Hospitality is the offer by an external party, in areas such as those set out at 7.16, which is provided free of charge or at a discounted rate.

7.22 Employees and Members are permitted to accept reasonable offers of hospitality. It is the responsibility of Employees and Members to consider the circumstances in which the hospitality is being offered and to exercise their own professional judgment about whether accepting any offer is in keeping with the principles contained in this policy. Any travel or accommodation required for, or incidental to, the offer must be paid for by us.

Hospitality which does not require to be declared

7.23 Some forms of what could be considered to be hospitality may be reasonably be considered to be 'routine in the course of business'. Such hospitality does not require to be declared.

Examples of this type of hospitality are:

- Working lunches, dinners or refreshments;
- Hospitality provided at a conference or seminar where your attendance has been approved by your line manager; and
- Invitations to attend training events, seminars and conferences which support professional development.

7.24 Although there is no requirement to declare this type of hospitality, as a general principle any such offers **should be refused** where the hospitality is offered by a party who is currently or is expected to imminently tender for a contract award by the Group.

Hospitality which requires to be declared and approved

7.25 There are some offers of hospitality which may not be considered as 'routine in the course of business' but which are permitted where there is a clear business benefit or where to refuse could cause offence or reputational damage.

7.26 In the interest of openness and transparency any such offers of hospitality should be formally recorded. Examples of this type of hospitality are:

- Formal dinners or drinks at a restaurant (or similar venue) where the main purpose is not the execution of routine business;
- Attendance as a guest at awards ceremonies; and
- Attendance at social or sporting events.

- 7.27 The acceptance of any such offers should be approved by the recipient's line manager. Where you are unclear if hospitality requires to be declared/approved advice should be sought from the Group Governance Team.
- 7.28 As a general principle any such offers should be refused where the hospitality is offered by a party who is currently or is expected to imminently tender for a contract award by the Group.
- 7.29 Members and employees must record all offers of hospitality requiring declaration whether the hospitality is accepted or not.

Hospitality offered by us

- 7.30 Members and/or employees may provide hospitality and host or attend events or receptions organised by us, including events to mark significant occasions. Hospitality provided by us should be relevant to our business.
- 7.31 Steps should be taken to ensure that costs represent value for money, that the hospitality provided is not excessive and is appropriate to the occasion.
- 7.32 The provision of hospitality which could be considered 'routine in the course of business' does not require to be declared. Examples of this type of hospitality would be working lunches, dinners or refreshments paid for by us. This type of hospitality should not normally exceed £30 per person. Any other types of hospitality should be declared and approved by a senior manager within the entity providing said hospitality.
- 7.33 No hospitality offer is permissible where it is not in the course of our business or could be perceived to be seeking to influence a third party.

8. Payments

- 8.1 We contribute to the economies of the areas we work in and have commercial and business relationships with many different companies, contractors, suppliers and service providers. You must ensure that your personal arrangements do not result in you receiving any improper benefit or risk creating any suspicion of impropriety.
- 8.2 You should tell us if you are aware of any connection that you or someone you are close to (see the table in 5.2) has with any company, supplier, contractor, or service provider that we use in the course of our business.
- 8.3 You must be very careful to comply fully with the terms of this policy if you are considering purchasing goods or services from a company or organisation that we use, or if you or someone you know is involved with a company that we do business with. The following table contains examples of payments and our requirements under each:

| Payment | Circumstances where permitted |
|---|--|
| Payment to Board member in accordance with the terms of a letter of appointment | Permitted, no separate declaration required |
| Payment under expenses policy | Permitted, no separate declaration required |
| Voluntary severance payment | We can make a voluntary severance payment to an employee in line with any agreed policies or approval requirements from time to time |
| Payments arising from contract of employment | Permitted, no separate declaration required |
| Payments arising from tenancy, lease or service agreement | Permitted, no separate declaration required |

8.4 You should not be directly involved in a decision where payments will be granted to someone you are close to or closely associated with. Examples of the types of decision where you should declare an interest and not be involved in the process are:

- The award of a contract for goods and services where a close associate is a senior member of staff; and
- The payment of compensation/ex-gratia payment.

9. Benefits

9.1 Employees, Members and those closely connected to them should not normally receive additional benefits because of their involvement or connection with us. For the avoidance of doubt, this does not affect the entitlement to receive any benefits under the terms of:

- A contract of employment, letter of appointment (or equivalent);
- Our expenses policy;
- A tenancy or lease agreement with us; and
- An agreement for the provision of factoring, care or support services.

9.2 Examples of the benefits covered by this policy are contained in the table below:

| Benefit | Description/requirements |
|---|---|
| Entitlements arising from contracts of employment | Permitted, no separate declaration required. This includes: <ul style="list-style-type: none"> ▪ Access to car/travel loans where specified in the employment contract; ▪ Pension/healthcare as part of remuneration package ▪ Reimbursement of professional fees; ▪ Travelling for business under Group policy; and ▪ Individual bonus payments |
| Entitlements arising from a tenancy agreement, lease or service | Permitted under relevant policy or procedures, no separate declaration required. This includes: <ul style="list-style-type: none"> ▪ Repairs; ▪ Payments of allowances e.g. decoration allowance; |

| | |
|---|--|
| agreement (e.g. factoring, care) | <ul style="list-style-type: none"> ▪ Payments in accordance with any tenant reward or incentive scheme; and ▪ Competition prizes open to all tenants in a community and judged independently. |
| Entitlement to be offered a tenancy | <p>Permitted provided our procedures are followed. These require:</p> <ul style="list-style-type: none"> ▪ Allocation in accordance with relevant policy guidelines; ▪ Neither the applicant nor anyone connected to the applicant is involved in any part of the allocation process; ▪ In the case of an employee, the offer is reviewed and approved by the Area Director/Lead Director in advance of being offered (signed confirmation of such approval should be held as part of the tenancy file); ▪ The tenancy is recorded in an Area Team register held for such purposes; and ▪ In the case of a governing body member, the offer is reviewed and approved by the Chair in advance (signed confirmation of such approval should be held as part of the tenancy file). |
| Entitlement to be offered a lease other than a Scottish Secure Tenancy | <p>You or someone you are connected to can enter into a lease or other equivalent agreement with us provided:</p> <ul style="list-style-type: none"> ▪ Our published criteria have been met; ▪ Neither the applicant nor someone who is connected to the applicant has been involved in the assessment process; ▪ In the case of an employee, the offer is approved in advance by the Company Secretary; ▪ You record the lease as an interest in the appropriate register within five days of its commencement; and ▪ In the case of a governing body member, reviewed and approved by the Chair (signed confirmation of such approval should be held as part of the tenancy file). |
| Offer of employment to someone connected with you | <p>Permitted, provided our procedures are followed. These require:</p> <ul style="list-style-type: none"> ▪ There has been an open recruitment exercise that you have declared an interest in and have not played any part in; ▪ You have no direct or indirect line management or supervision responsibility for the post; and ▪ The offer of employment complies with our policy and is approved and certified by our HR team as in line with our procedure. |
| Sale of our interest (whole or part) in a property under any low cost home ownership scheme | <p>Normal process to be followed, no separate declaration required</p> |

9.3 An offer of employment to any individual who has been a member of a governing body within the Group over the past months shall be subject to approval by the Group Remuneration, Appointments, Appraisal and Governance Committee.

10. Declaring an interest

10.1 In order to mitigate risk, any employee or member involved in a decision making process in respect of any matter covered by this policy shall be required to ensure that, to the best of their knowledge, there has been no conflict of interests and the decision making process has been open and transparent. Alternatively, they shall be required to declare a conflict of interest immediately upon becoming aware of such an interest and will be removed from the decision making process.

10.2 In order to protect our reputation and demonstrate that we conduct our affairs with openness, honesty and integrity we maintain a Register of Interests. As a matter of good practice, all members and senior managers are required to complete a registration of interests form annually.

10.3 All other employees are required to exercise their discretion and complete such a form if they consider themselves to have a registrable interest. All forms should be passed to the Company Secretary who is responsible for maintaining and auditing the register.

11. Delegated authority

11.1 The Group Chief Executive is responsible for managing and directing operations and is accountable to each Board for implementation of this policy.

11.2 Responsibility for the review and monitoring of the operation of this policy is delegated to the Company Secretary. The Company Secretary will report on compliance with this Policy to the Group Audit Committee on an annual basis.

11.3 Breach of this Policy could, in the case of employees, lead to disciplinary action in terms of the relevant disciplinary policy up to and including dismissal for gross misconduct or, in the case of members, lead to action in terms of the Group Standing Orders and Code of Conduct.

12 Policy Review

12.1 We will review this policy three years after the date of formal approval, or earlier if required.

12.2 We will publish this policy on our website and it is also available on request. Customers may also ask for a copy of the policy in other formats and community languages.

13 Relationship to other Policies

13.1 The Policy has key links with the following policies and documents:

- Group Members Expenses Policy;
- Group Procurement Policy;
- Repairs Policy;
- Group Fraud, Bribery and Corruption Policy;

- Group FOI Policy;
- Group Whistleblowing Policy; and
- Codes of Conduct.

13.2 All Members and Employees must ensure they have read and understood their responsibilities set out in our Guidance on Notifiable Events which contains examples of the types of events which we must report to the Regulator and the process for doing this.

APPENDIX 1A

NOTIFICATION FORM 1A (GIFTS AND HOSPITALITY PROVIDED)

A Notification Form should be completed by employees or members who are responsible for the provision of gifts or hospitality to third parties and, where applicable, countersigned by the approver.

Completed forms should be retained and entered into the relevant Gifts and Hospitality Register.

Any personal information provided to the Group in this notification form will be used solely for the purpose of maintaining records of gifts or hospitality offered by employees or members of the Group, in compliance with applicable legal obligations and in pursuit of the Group's legitimate interests to undertake its affairs transparently. The Group will retain any personal data for as long as necessary to comply with its legal obligations and legitimate interests.

The Group may disclose personal information to other parties where legally required to do so or for the prevention and detection of a crime or fraud.

For further information relating to how personal data is processed by the Group, please see the Group's privacy policy which is available on the Group's website.

| FOR COMPLETION BY THE EMPLOYEE/MEMBER AUTHORISING THE GIFT/HOSPITALITY | |
|--|--|
| Description of the hospitality or gift offered and reason | |
| Date on which offer was provided | |
| Recipient(s) | |
| Recipient relationship to member or employee e.g. business contact | |
| Approximate Value | |
| Any comments | |
| Date on which gift or hospitality was provided (if applicable) | |
| Signature/date | |

| | |
|--|--|
| Approver name <i>(where applicable)</i> | |
| Approver signature/date <i>(where applicable)</i> | |

| | |
|---|--|
| FOR COMPLETION BY THE KEEPER OF THE REGISTER (Name.....Position.....) | |
| Have the terms of the policy been met? | |
| Date of this entry in the Register | |
| Name and signature of the person who completed the Register entry | |

APPENDIX 1B

NOTIFICATION FORM 1B (RECEIPT OF OFFERS OF GIFTS OR HOSPITALITY)

This Notification Form should be completed by all employees or members who are offered a gift or hospitality (which required to be declared by the policy) any third party even if the offer is refused. The form should be signed by the employee/Board member and counter-signed by their line manager (employees) or by the Company Secretary (members).

Any personal information provided to the Group in this notification form will be used solely for the purpose of maintaining records of gifts or hospitality received by employees or members of the Group, in compliance with applicable legal obligations and in pursuit of the Group's legitimate interests to undertake its affairs transparently. The Group will retain any personal data for as long as necessary to comply with its legal obligations and legitimate interests.

The Group may disclose personal information to other parties where legally required to do so or for the prevention and detection of a crime or fraud.

For further information relating to how personal data is processed by the Group, please see the Group's privacy policy which is available on the Group's website.

| Offers (whether accepted or refused) of Gifts or Hospitality | |
|--|--|
| Name of employee / member (Recipient) | |
| Job Title and Department | |
| Description of Gift / Hospitality Offered (including Date Received / Date Offered) | |
| Name and Address of the organisation or person who has made the offer | |
| Relationship to Group (e.g. contractors, customer, partner) | |
| Estimated Value | |
| Date of Notification | |
| Accepted / Declined (Individual / Group) | |
| Reason for Acceptance/ Decline | |
| Employee's Signature | |
| Line Manager / Company Secretary | |

FOR COMPLETION BY THE KEEPER OF THE REGISTER

(Name.....Position.....)

| | |
|---|--|
| Have the terms of the policy been met? | |
| Date of this entry in the Register | |
| Name and signature of the person who completed the Register entry | |