

- to request copies of all communication whereby the Scottish Ministers appointed the last 4 Scottish Housing Regulators
- to request total funding of the Scottish Housing Regulators covering the last 4 appointments by the Scottish Ministers
- to request copies of the resignation to Scottish Ministers of any persons appointed by the Scottish Ministers.

redacted-38(1)(b)	<a href="#">Section 38(1)(b) (personal information)</a>
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Documents for release in chronological order:

1	Deputy Chairperson appointment – May 2022
2	3 Board member appointments – January 2023 – all under same terms
3	Board Resignation letter - 2015
4	Board Resignation letter - 2016
5	Board Resignation letter - 2022

## Deputy Chairperson Appointment

Cabinet Secretary for Social Justice, Housing and Local  
Government  
Shona Robison MSP



Scottish Government  
Riaghaltas na h-Alba  
gov.scot

F/T: 0300 244 4000  
E: scottish.ministers@gov.scot

### Personal

redacted-38(1)(b)

May 2022

Dear redacted-38(1)(b)

### Invitation to Accept Appointment as a Deputy Chair of the Board of the Scottish Housing Regulator

I am delighted to inform you that you have been successful in your application to become a Deputy Chair of the Board of the Scottish Housing Regulator.

In exercise of the powers conferred by the Housing (Scotland) Act 2010. I am writing to invite you to accept appointment as Deputy Chair of the Board of the Scottish Housing Regulator. This appointment will be for 3 years, 1 month commencing on 1 June 2022 and ending on 30 June 2025 subject to you providing satisfactory evidence of your right to work in the United Kingdom and evidence of that continued right as may be reasonably requested from time to time. This offer of appointment is also subject to the provisions of the Housing (Scotland) Act 2010 and the terms and conditions set out in Annex A to this letter.

As I am sure you will appreciate, the boards of public bodies have a critical role to play in helping deliver the objectives set by the Scottish Ministers and in ensuring that public bodies commit funds in pursuit of these goals both effectively and efficiently. Your duties on the Board of the Scottish Housing Regulator are as authorised in Annex A to this letter.

For the avoidance of any doubt, this invitation is made on the basis that your appointment will not give rise to any contractual relationship between you and Scottish Ministers and/or the Crown, and by acceptance you agree to that condition.

I would be grateful if you would confirm in writing your willingness to accept this appointment on the above terms by signing and dating the box provided on the final page of

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See [www.lobbying.scot](http://www.lobbying.scot)

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[www.gov.scot](http://www.gov.scot)



**Annex A.** Please also complete **Annex B** and return both documents to: [redacted-38\(1\)\(b\)@gov.scot](mailto:redacted-38(1)(b)@gov.scot).

If you have any questions, please contact [redacted-38\(1\)\(b\)@gov.scot](mailto:redacted-38(1)(b)@gov.scot) or at [redacted-38\(1\)\(b\)@gov.scot](mailto:redacted-38(1)(b)@gov.scot).

The Scottish Government may wish to publicise your appointment by way of a press release and may draw from the information you provide in Annex B.

I am grateful for the commitment to public service that you have already shown as a Board Member of the Scottish Housing Regulator and in applying for this appointment. If you accept, the position as Deputy Chair, I trust that you will find it both interesting and rewarding.

Yours sincerely

**SHONA ROBISON**

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[www.gov.scot](http://www.gov.scot)



## MEMBER OF THE SCOTTISH HOUSING REGULATOR TERMS AND CONDITIONS OF APPOINTMENT

### 1. Status

1.1 Subject to Clause 1.2 you are re-appointed as a Member of the Board of the Scottish Housing Regulator. In these terms and conditions, except where stated, “you” and related expressions refer to the holder of that appointment.

1.2 It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.

1.3 You are one of a number of appointees that constitute the Board of the Scottish Housing Regulator (“the Body”).

1.4 You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.

1.5 The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.

### 2. The Terms

2.1 The terms are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.

2.2 Where relevant, statutory terms, conditions and other requirements of your role also apply to you.

### 3. Functions

3.1 The main functions (including powers and duties) of the Board are those set out in the Housing (Scotland) Act 2010.

3.2 You will provide active, healthy and effective direction, support and guidance to ensure that the Board delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers.

3.3 You will provide a strong, healthy ‘challenge function’, carefully scrutinising planned and underlying assumptions before decisions are taken. In exercising this function, you will, where necessary, challenge other Board members and senior officials of the Body.

3.4 Together with other members of the Board, you are responsible for ensuring that the Body has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by staff of the body and Board members; and for ensuring that the Body’s staff and Board members have confidence in the fairness and impartiality of procedures for making and dealing with qualifying disclosures.

3.5 Specific functions may vary but, unless otherwise agreed, the Deputy Chair will:

## MEMBER OF THE SCOTTISH HOUSING REGULATOR TERMS AND CONDITIONS OF APPOINTMENT

- Deputise for and support the Chair as required in agreement with the Chair;
- Chair board meetings in the absence of the Chair;
- Act as a sounding-board to the Chair;
- Lead on particular themes in agreement with the Chair depending on their particular skills, strengths and knowledge;
- Lead on any complaints investigations as requested by the Chair (complaints about Board members are investigated and handled by the Ethical Standards Commissioner and the Standards Commission);
- Assist the Chair with key stakeholder relationships; and
- Carry out other tasks that may reasonably be required.

In addition the following general functions will apply:

- Participate actively in collective decision-making by the Board, and, where required, chair or participate in one or more of the committees of the Board;
- Be sensitive to the views of others, inside and outside the boardroom;
- Challenge constructively and rigorously proposals put to the Board by senior staff;
- Monitor and support senior staff in their implementation of the Board's decisions;
- Accept collective responsibility for decisions of the Board;
- Help the Board to focus on the interests of tenants, homeless people and other service users of social landlords;
- Prepare for, and attend, meetings of the Body and its committees
- Attend other meetings and seminars on behalf of the Body (as required);
- Assist in the development, approval and monitoring of the Body's corporate plans which demonstrate how the Body contributes to National Outcomes;
- Approve, where appropriate, a statement of accounts for each financial year on the basis determined by the Scottish Ministers;
- Monitor the financial position against budget allocations and key financial targets and ensure corrective action is taken where required;
- Establish good partnership working with other organisations and participate in reference groups, discussion forums and open meetings (as required);
- Commit to continuing personal development activities in support of your non-executive role.

#### **4. Accountability**

- 4.1 You must act within and in accordance with the policy framework assigned to the Board by the Scottish Ministers. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of the Board to the Scottish Ministers for the actions and decisions of the Board.

#### **5. Period of Appointment**

**MEMBER OF THE SCOTTISH HOUSING REGULATOR  
TERMS AND CONDITIONS OF APPOINTMENT**

- 5.1 You are appointed from 1 June 2022 to 30 June 2025 (inclusive) or to such earlier date as is specified in or by virtue of clause 5.2 or to your date of resignation or removal (whichever date comes first). You vacate your role when your period of appointment ends (whatever the reason).
- 5.2 If the Body or Board is dissolved, abolished or wound up while you are in your role, your period of appointment ends on the date that the Body or Board is dissolved, abolished or wound up, or such other date as may be specified in any enactment.
- 5.3 If any other change is made to the Board which the Scottish Ministers consider requires your period of appointment to end, your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.
- 5.4 If a future administration decides on a change of policy on how the Board should operate and considers that an alternative appointee should be appointed, your period of appointment to ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.
- 5.5 You may resign your appointment by giving three months written notice to the Scottish Ministers.

**6. Time Commitment**

- 6.1 You will devote up to 2 days per week or 64 days over the course of a year each of no less than 7.5 hours (excluding meal breaks) to performing your functions as and when required. You will attend meetings of the Body regularly, and will contribute fully at these and to performing your other functions.

**7. Remuneration**

- 7.1 You are entitled to receive from the Scottish Housing Regulator a fee of £179.78 for every day of not less than 7.5 hours (excluding meal breaks) devoted to performing your functions (as required or requested by the Board/Body) on a pro rata basis, up to a maximum total fee of £11,505.92 per financial year.
- 7.2 You will receive no fee for any time devoted to performing your functions which exceeds 480 hours (64 days) in any financial year. However, the Scottish Ministers may, exceptionally, approve additional remuneration if they consider it necessary or expedient that you devote significantly more time to performing your functions during any particular financial year.
- 7.3 You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason). You are not entitled to remuneration for any period during which you are disqualified from appointment.
- 7.4 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made, but you are otherwise responsible for your tax liabilities.

## MEMBER OF THE SCOTTISH HOUSING REGULATOR TERMS AND CONDITIONS OF APPOINTMENT

### 8. Expenses

- 8.1 You are entitled to be reimbursed by the Scottish Housing Regulator for expenses that appear to the Body to be necessary or expedient for the proper discharge of your functions.

### 9. Termination of Appointment

- 9.1 The Scottish Ministers may terminate your appointment if they are satisfied that you:
- have had your estate sequestrated or have made a trust deed for the benefit or use of your creditors or a composition contract;
  - have been absent from three consecutive meetings of the Board otherwise than for a reason approved by the Scottish Ministers;
  - are otherwise unable or unfit to discharge your functions of appointment; or
  - are no longer suitable to continue in your role, including where you have failed to perform satisfactorily
- 9.2 You will vacate your appointment immediately on being disqualified by virtue of section 9(1) of the Housing (Scotland) Act 2010.

### 10. Changes to the Terms

- 10.1 The Scottish Ministers may, by one months written notice, change the terms, including relevant fees.

### 11. Conduct

- 11.1 You will comply with any conduct rules that apply to you including the requirements of any code that applies to you by virtue of Part 1 of the Ethical Standards in Public Life etc. (Scotland) Act 2000.
- 11.2 You will observe the following principles of public life:

**Duty** You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interests of the public body and the Board of which you are a member and in accordance with the core functions and duties of that Board.

**Selflessness** You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.

**Integrity** You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.

**Objectivity** You must make decisions solely on merit and in a way that is consistent with the functions of the Board and public body when carrying out public business including making appointments, awarding contracts or recommending individuals for rewards and benefits.

## MEMBER OF THE SCOTTISH HOUSING REGULATOR TERMS AND CONDITIONS OF APPOINTMENT

**Accountability and Stewardship** You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking account of the views of others and must ensure that the public body and Board uses its resources prudently and in accordance with the law.

**Openness** You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions and restricting information only when the wider public interest clearly demands.

**Honesty** You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** You have a duty to promote and support these principles by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Board and its members in conducting public business.

**Respect** You must respect fellow members of your Board and employees of the public body and the role they play, treating them with courtesy at all times. Similarly you must respect members of the public when performing duties as a member of the Board .

- 11.3 You will not accept gifts, hospitality or entertainment in performing your functions or in consequence of your appointment (unless wholly trivial and of minimal value) and will report any such offers to the Board.

### 12. Liability

- 12.1 If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

### 13. Confidentiality

- 13.1 You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure.
- 13.2 When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Board and Body and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period of appointment.
- 13.3 Further to clause 9 above, you may be considered unfit to be a member and removed from your role if the Scottish Ministers are satisfied that you disclosed information, without authority (statutory or otherwise), that you received in the course of performing your functions or in consequence of your appointment, or used it for personal gain or advancement.



**MEMBER OF THE SCOTTISH HOUSING REGULATOR  
TERMS AND CONDITIONS OF APPOINTMENT**

**14. Intellectual property rights**

- 14.1 “Intellectual Property Rights” includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created, produced or generated by or for you on behalf of the Scottish Housing Regulator for use in relation to the performance by you or in connection with your functions of appointment/role.
- 14.2 All Intellectual Property Rights belong to the Scottish Ministers and you agree to assign them to the Scottish Ministers. This assignation takes effect on 1 November 2021 or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.
- 14.3 You grant to the Scottish Ministers a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as [title of appointment] which the Scottish Ministers reasonably require.

**15. Conflicts of Interest**

- 15.1 You will not take part in activities which conflict with the interests of the Board or the Body or the exercise of your functions and, in particular, you must not misuse your appointment, or any information acquired in the course of your appointment, to further your private interests or those of others.
- 15.2 You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Board, you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in a register held by the Board.
- 15.3 You will not participate in any discussion or determination by the Board of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or determination if your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest you will inform the Board.

**16. Political Activity**

- 16.1 Further to clause 9, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.

**17. Performance Appraisal**

17.1 Your performance will be appraised by the Chair of the Board (‘the appraiser’) against the individual objectives applying to your role and also the extent to which you contribute to ensuring that the Board as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where

**MEMBER OF THE SCOTTISH HOUSING REGULATOR  
TERMS AND CONDITIONS OF APPOINTMENT**

there are concerns about your performance. A short annual appraisal of your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate, and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

17.5 Your appraisal reports may also be used by the Scottish Ministers in assessing your suitability for re-appointment.

**I accept appointment as a Deputy Chair of the Board of the Scottish Housing Regulator on the terms set out in Annex A.**

Signature:

Date:

Full name (in block capitals):

# Declaration Form

## Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	
Stood as a candidate for one of the above offices	
Spoke on behalf of a party or candidate	
Acted as a political agent	
Held office such as chair, treasurer or secretary of a local branch of a party	
Canvassed on behalf of a party or helped at elections	
Undertook any other political activity which you consider relevant	
Made a recordable donation to a political party (see note overleaf)	
None of the above	

Please name relevant parties/bodies and describe your involvement (if any):

### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See [www.lobbying.scot](http://www.lobbying.scot)



The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

### Public Appointments and Non-Executive Directorships

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)

### Biography

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

redacted-38(1)(b)

Signature: redacted-38(1)(b) Date: \_\_\_\_\_

Please print name: redacted-38(1)(b)

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### 3 Reappointments to SHR Board

Cabinet Secretary for Social Justice, Housing and Local  
Government  
Shona Robison MSP



Scottish Government  
Riaghaltas na h-Alba  
gov.scot

F/T: 0300 244 4000  
E: scottish.ministers@gov.scot

#### Personal

redacted-38(1)(b)

January 2023

#### Invitation to Accept Reappointment as a Member of the Board of the Scottish Housing Regulator

I am delighted to inform you that you have been successful in your application to become a Member of the Board of the Scottish Housing Regulator.

I was very pleased to hear that you wish to be reappointed as a Member of the Board of the Scottish Housing Regulator. I now have great pleasure in inviting you to accept re-appointment as a Member of the Board of the body from 1 April 2023 until 31 March 2027 subject to you providing satisfactory evidence of your right to work in the United Kingdom and evidence of that continued right as may be reasonably requested from time to time, the provisions of the Housing (Scotland) Act 2010 and the terms and conditions set out in Annex A to this letter.

For the avoidance of any doubt, this invitation is made on the basis that your reappointment will not give rise to any contractual relationship between you and Scottish Ministers and/or the Crown, and by acceptance you agree to that condition.

I would be grateful if you would confirm in writing your willingness to accept this appointment on the above terms by signing and dating the box provided on the final page of **Annex A**. Please also complete **Annex B** and return both documents to: redacted-38(1)(b)@gov.scot.

If you have any questions, please contact redacted-38(1)(b) or at the email above.

The Scottish Government may wish to publicise your re-appointment by way of a press release and may draw from the information you provide in Annex B.

I would like to take this opportunity to thank you for your efforts and achievements to date. I am confident that you will continue to play an important role in assisting the body to make a positive and valuable contribution.

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See [www.lobbying.scot](http://www.lobbying.scot)

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[www.gov.scot](http://www.gov.scot)



Yours sincerely

**SHONA ROBISON**

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See [www.lobbying.scot](http://www.lobbying.scot)

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## **18. Status**

1.1 Subject to Clause 1.2 you are re-appointed as a Member of the Board of the Scottish Housing Regulator. In these terms and conditions, except where stated, “you” and related expressions refer to the holder of that appointment.

1.2 It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.

1.3 You are one of a number of appointees that constitute the Board of the Scottish Housing Regulator (“the Body”).

1.4 You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.

1.5 The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.

## **19. The Terms**

19.1 The terms are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.

19.2 Where relevant, statutory terms, conditions and other requirements of your role also apply to you.

## **20. Functions**

20.1 The main functions (including powers and duties) of the Board are those set out in the Housing (Scotland) Act 2010.

20.2 You will provide active, healthy and effective direction, support and guidance to ensure that the Board delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers.

20.3 You will provide a strong, healthy ‘challenge function’, carefully scrutinising planned and underlying assumptions before decisions are taken. In exercising this function, you will, where necessary, challenge other Board members and senior officials of the Body.

20.4 Together with other members of the Board, you are responsible for ensuring that the Body has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by staff of the body and Board members; and for ensuring that the Body’s staff and Board members have confidence in the fairness and impartiality of procedures for making and dealing with qualifying disclosures.

20.5 Specific functions may vary but, unless otherwise agreed, you will:

- Participate actively in collective decision-making by the Board, and, where required, chair or participate in one or more of the committees of the Board;

- Be sensitive to the views of others, inside and outside the boardroom;
- Challenge constructively and rigorously proposals put to the Board by senior staff;
- Monitor and support senior staff in their implementation of the Board's decisions;
- Accept collective responsibility for decisions of the Board;
- Help the Board to focus on the interests of tenants, homeless people and other service users of social landlords;
- Prepare for, and attend, meetings of the Body and its committees
- Attend other meetings and seminars on behalf of the Body (as required);
- Assist in the development, approval and monitoring of the Body's corporate plans which demonstrate how the Body contributes to National Outcomes;
- Approve, where appropriate, a statement of accounts for each financial year on the basis determined by the Scottish Ministers;
- Monitor the financial position against budget allocations and key financial targets and ensure corrective action is taken where required;
- Establish good partnership working with other organisations and participate in reference groups, discussion forums and open meetings (as required);
- Commit to continuing personal development activities in support of your non-executive role.

## **21. Accountability**

- 21.1 You must act within and in accordance with the policy framework assigned to the Board by the Scottish Ministers. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of the Board to the Scottish Ministers for the actions and decisions of the Board.

## **22. Period of Appointment**

- 22.1 You are appointed from 1 April 2023 to 31 March 2027 (inclusive) or to such earlier date as is specified in or by virtue of clause 5.2 or to your date of resignation or removal (whichever date comes first). You vacate your role when your period of appointment ends (whatever the reason).
- 22.2 If the Body or Board is dissolved, abolished or wound up while you are in your role, your period of appointment ends on the date that the Body or Board is dissolved, abolished or wound up, or such other date as may be specified in any enactment.
- 22.3 If any other change is made to the Board which the Scottish Ministers consider requires your period of appointment to end, your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.
- 22.4 If a future administration decides on a change of policy on how the Board should operate and considers that an alternative appointee should be appointed, your period of appointment to ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.
- 22.5 You may resign your appointment by giving three months written notice to the Scottish Ministers.

## **23. Time Commitment**



23.1 You will devote up to 1 day per week or 52 days over the course of a year each of no less than 7.5 hours (excluding meal breaks) to performing your functions as and when required. You will attend meetings of the Body regularly, and will contribute fully at these and to performing your other functions.

## **24. Remuneration**

24.1 You are entitled to receive from the Scottish Housing Regulator a fee of £181.70 for every day of not less than 7.5 hours (excluding meal breaks) devoted to performing your functions (as required or requested by the Board/Body) on a pro rata basis, up to a maximum total fee of £9,448.40 per financial year.

24.2 You will receive no fee for any time devoted to performing your functions which exceeds 390 hours (52 days) in any financial year. However, the Scottish Ministers may, exceptionally, approve additional remuneration if they consider it necessary or expedient that you devote significantly more time to performing your functions during any particular financial year.

24.3 You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason). You are not entitled to remuneration for any period during which you are disqualified from appointment.

24.4 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made, but you are otherwise responsible for your tax liabilities.

## **25. Expenses**

25.1 You are entitled to be reimbursed by the Scottish Housing Regulator for expenses that appear to the Body to be necessary or expedient for the proper discharge of your functions.

## **26. Termination of Appointment**

26.1 The Scottish Ministers may terminate your appointment if they are satisfied that you:

- have had your estate sequestrated or have made a trust deed for the benefit or use of your creditors or a composition contract;
- have been absent from three consecutive meetings of the Board otherwise than for a reason approved by the Scottish Ministers;
- are otherwise unable or unfit to discharge your functions of appointment; or
- are no longer suitable to continue in your role, including where you have failed to perform satisfactorily

26.2 You will vacate your appointment immediately on being disqualified by virtue of section 9(1) of the Housing (Scotland) Act 2010.

## **27. Changes to the Terms**

27.1 The Scottish Ministers may, by one months written notice, change the terms, including relevant fees.

## **28. Conduct**

28.1 You will comply with any conduct rules that apply to you including the requirements of any code that applies to you by virtue of Part 1 of the Ethical Standards in Public Life etc. (Scotland) Act 2000.

28.2 You will observe the following principles of public life:

**Duty** You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interests of the public body and the Board of which you are a member and in accordance with the core functions and duties of that Board.

**Selflessness** You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.

**Integrity** You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.

**Objectivity** You must make decisions solely on merit and in a way that is consistent with the functions of the Board and public body when carrying out public business including making appointments, awarding contracts or recommending individuals for rewards and benefits.

**Accountability and Stewardship** You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking account of the views of others and must ensure that the public body and Board uses its resources prudently and in accordance with the law.

**Openness** You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions and restricting information only when the wider public interest clearly demands.

**Honesty** You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** You have a duty to promote and support these principles by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Board and its members in conducting public business.

**Respect** You must respect fellow members of your Board and employees of the public body and the role they play, treating them with courtesy at all times. Similarly you must respect members of the public when performing duties as a member of the Board .

28.3 You will not accept gifts, hospitality or entertainment in performing your functions or in consequence of your appointment (unless wholly trivial and of minimal value) and will report any such offers to the Board.

## 29. Liability

- 29.1 If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

### **30. Confidentiality**

- 30.1 You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure.
- 30.2 When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Board and Body and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period of appointment.
- 30.3 Further to clause 9 above, you may be considered unfit to be a member and removed from your role if the Scottish Ministers are satisfied that you disclosed information, without authority (statutory or otherwise), that you received in the course of performing your functions or in consequence of your appointment, or used it for personal gain or advancement.

### **31. Intellectual property rights**

- 31.1 "Intellectual Property Rights" includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created, produced or generated by or for you on behalf of the Scottish Housing Regulator for use in relation to the performance by you or in connection with your functions of appointment/role.
- 31.2 All Intellectual Property Rights belong to the Scottish Ministers and you agree to assign them to the Scottish Ministers. This assignation takes effect on 1 April 2023 or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.
- 31.3 You grant to the Scottish Ministers a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as [title of appointment] which the Scottish Ministers reasonably require.

### **32. Conflicts of Interest**

- 32.1 You will not take part in activities which conflict with the interests of the Board or the Body or the exercise of your functions and, in particular, you must not misuse your appointment, or any information acquired in the course of your appointment, to further your private interests or those of others.
- 32.2 You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Board, you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in a register held by the Board.
- 32.3 You will not participate in any discussion or determination by the Board of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or determination if your interest is direct and pecuniary. If the matter

under consideration gives rise to a potential conflict of interest you will inform the Board.

### 33. Political Activity

- 33.1 Further to clause 9, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.

### 34. Performance Appraisal

17.1 Your performance will be appraised by the Chair of the Board ('the appraiser') against the individual objectives applying to your role and also the extent to which you contribute to ensuring that the Board as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate, and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

17.5 Your appraisal reports may also be used by the Scottish Ministers in assessing your suitability for re-appointment.

**I accept reappointment as a Member of the Board of the Scottish Housing Regulator on the terms set out in Annex A.**

Signature: **redacted-38(1)(b)**

Date:

Full name (in block capitals): **redacted-38(1)(b)**

## Declaration Form

### Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

#### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	<input type="checkbox"/>
Stood as a candidate for one of the above offices	<input type="checkbox"/>
Spoke on behalf of a party or candidate	<input type="checkbox"/>
Acted as a political agent	<input type="checkbox"/>
Held office such as chair, treasurer or secretary of a local branch of a party	<input type="checkbox"/>
Canvassed on behalf of a party or helped at elections	<input type="checkbox"/>
Undertook any other political activity which you consider relevant	<input type="checkbox"/>
Made a recordable donation to a political party (see note overleaf)	<input type="checkbox"/>
None of the above	<input type="checkbox"/>

Please name relevant parties/bodies and describe your involvement (if any):

#### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;

- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at:

[www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

### Public Appointments and Non-Executive Directorships

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)

### Biography

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

redacted-38(1)(b)

Signature: \_\_\_\_\_ **redacted-38(1)(b)** \_\_\_\_\_ Date: \_\_\_\_\_

Please print name: \_\_\_\_\_ **redacted-38(1)(b)** \_\_\_\_\_

## Board resignation 2015

redacted-38(1)(b)

24 November 2015

Ms Margaret Burgess MSP  
Minister for Housing and Welfare  
St. Andrew's House  
Regent Road  
Edinburgh EH1 3DG

Received  
2/12/15

Dear Minister,

### **NON-EXECUTIVE MEMBERSHIP OF THE BOARD OF THE SCOTTISH HOUSING REGULATOR**

I am writing to advise you that I am resigning from the Board of the Scottish Housing Regulator (SHR), with effect from 31 December 2015.

This is a decision that has not been reached easily or quickly. Since I was appointed in 2013, there have been a number of changes in family health issues and other family obligations. These changes mean that I cannot devote to SHR the time and commitment that Board membership requires if it is to be fulfilled appropriately and effectively. I have discussed these matters fully with Kay Blair, Board Chair.

I want to let you know that I have enjoyed my time on the Board, and am grateful that you gave me the opportunity to continue to support the work of the public sector. In my view the Board and Executive Team are strong and work well together, and I'm sure they will face the coming challenges in a way that continues the SHR success story in its protection of the interests of social housing tenants.

Yours Sincerely

redacted-38(1)(b)



## Board resignation 2016

From: redacted-38(1)(b)  
Sent: 10 October 2016 14:20:14  
To: scottish.ministers@gov.scot

Subject: FAO Kevin Stewart MSP. Minister for Local Government and Housing

Dear Minister,

I am currently a member of the Board of the Scottish Housing Regulator having served for the past 6+ years.

It is with considerable regret that I have to advise you that due to personal circumstances outwith my control I find myself no longer in a position to continue on the Board. I therefore wish to tender my resignation and would like to thank you and your predecessors for the privilege afforded me in being appointed to serve.

I understand that I am required to serve a period of notice and after consulting our Chair and for administrative convenience we thought that continuing until the end of this month would be appropriate. If you are content with this we will make the necessary arrangements.

Also, if you require a formal letter of resignation from me please let me know.

I will miss my involvement with the regulator and wish the Organisation and the Board continued success.

Yours sincerely,  
redacted-38(1)(b)  
Board Member  
Scottish Housing Regulator.

## Board resignation 2022

George Walker,

17<sup>th</sup> Oct 2022

redacted-38(1)(b)

Dear George,

### **Resignation from the Board of the Scottish Housing Regulator**

Further to our previous discussions, I am now writing to you to confirm my resignation from the Board of the Scottish Housing Regulator, with effect from the 31<sup>st</sup> March 2023. Although my current term is due to come to an end in July 2023, I have made some other time commitments during May and June of that year, and feel it would not be appropriate for me to remain in post beyond the end of March.

May I take the opportunity to thank you for the support given to me as a Board Member over the past 5 and a half years and to wish the Board and the staff team all the very best for the coming years, which will not be without their challenges.

Yours sincerely

redacted-38(1)(b)