

**PROCUREMENT POLICY, PROCEDURE AND  
GUIDELINES  
FIN 03**

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## Section 1 - Procurement Strategy

### **Aim:**

To support the University Strategy 2020 ambition by proactively facilitate best procurement practice and achieving best value in the procurement of goods and services.

### **Method:**

Professional expertise is concentrated on the procurement of high value and strategic goods and services where added value can be optimised. Effective and efficient processes and systems are used for procurement of more straightforward and/or low value purchasing items.

Procurement is devolved in specialist areas of IT, Printing & Stationery, Catering and Facilities but overseen by a central professional team which ensures compliance with University policy as described in this document and the Law.

### **Elements of the strategy:**

Working with the Board of Governors, Vice-Chancellor and the Director of Finance, securing the commitment of effective procurement from the Vice-Chancellor, Executives and Senior Managers.

Identify and disseminate information and advice on good procurement practice.

Improve the training and skills development of all those involved in procurement.

Improve the use of management information systems including e-systems.

Actively support and promote Consortia, National & co-operative purchasing contracts and agreements

Support the use of performance measuring benchmarking techniques and monitoring both internally and externally to the HE sector.

Promote procurement practices which contribute to the sustainability of the environment.

Analyse annual expenditure by supplier and product to identify purchasing opportunities, potential savings and adherence to the Public Procurement Regulations.

Promote end-user involvement and critical feedback to Southern Universities Purchasing Consortium (SUPC) product affinity groups.

Ensure the Code of Ethics in the Procurement Policy (this document) is observed by all staff and representatives engaged in the University's procurement activities.

Monitor the register of Interests and Declarations from members of the governing body, the Directorate, Vice-Chancellor Executives, Senior Managers and those staff with the authority to commit the University to significant amounts of expenditure.

### 1.1 Introduction & Scope

The purchase of goods and services is the highest element of expenditure of the University after salaries. This document states the policy for the purchase of goods and services to ensure a cost effective approach to purchasing which meets the requirements of a devolved budgetary system whilst balancing Faculty/Service choice.

The document relates to the management and control of non-pay spends, regarding the acquisition of goods and services, in all Faculties and Services.

The Vice Chancellor or his/her nominated deputy may in any particular case agree to waive or suspend any requirement in these procedures if there is sufficient justification to support this action. Such justification would normally apply in exceptional circumstance.

Due to the nature of their requirements, special waivers and procedures may apply to Facilities but only in cases of Emergencies.

## 1.2 Definitions

Contract: This includes any arrangement for carrying out works or the purchase, hire or lease of goods and services, whether or not contained in formal legal documents. It includes the placing of an official order or an oral contract or agreement

Value of a Contract: Includes all costs involved including carriage, delivery, postage and packing and VAT unless specifically excluded. One or more contracts for similar and related matters, placed with the same contractor count as one contract. Where the works or supply are of a continuing, repeated or recurring nature the amount or value is to be treated as the amount payable in one financial year or in the case of EU regulations the accumulated or projected value over 48 months.

All numbers in these regulations are inclusive of all costs (e.g. where appropriate carriage, delivery, postage and packing, and VAT unless specifically excluded).

## 1.3 Status of the Procurement Regulations

Procurement Regulations are subject to review by the Finance Committee on a regular basis. The University is committed to the pursuit of excellence and recognises the importance of good purchasing practice to obtain value for money and to ensure the University's funds are used to good effect.

## 1.4 Procurement Objective

### i) Overall Objective

- To ensure that all non-pay spend is committed to obtaining optimum quality, service, quantity and appropriate delivery, taking into account value for money (VFM) including operational needs and customer service and supplier performance.
- In order to fulfil this objective Procurement will develop and organise procurement training to increase knowledge and awareness of good business practice.

### ii) Mission Statement

*"The aim of the Procurement Team is to enable the University to make maximum use of non-pay resources in order that we may minimise purchasing costs and achieve value for money in the delivery of goods and services to our internal customers, whilst contributing to the overall strategic goals of the University".*

Faculties/Services can take advantage of centrally negotiated contract agreements including Consortium contracts in order to maximise purchasing power for the whole University and to obtain best value for money. It is recognised that in specialist areas where technical expertise dictates the requirements of the Faculty/Service, the

needs of the buying Faculty/Service will determine the specification and the procurement team can then help to arrange competitive tenders/quotes to meet the terms of the Financial Regulations.

Staff involved in the purchasing function must ensure that:

- a) Goods/services are for University use
- b) Financial Regulations have been complied with
- c) Purchases have been properly researched and the best value obtained by reference to contracts available from Consortia and other approved channels – e.g. Government Procurement Service (GPS)
- d) Adequate budgetary provision exists to meet the commitment.

In addition, goods and services must be of the right quantity and quality, at the best possible price and delivered on time. Consideration must also be given to the quality of after sales service as this is often as important as the price and quality and forms an integral part of a good contract.

To restate this, the University aims to acquire goods and services using “Best value for money” to include:

- quality
- fitness for purpose
- availability
- the use of contracted suppliers
- compliance with relevant statutory requirements

Staff who have responsibilities for ordering goods and services are expected to have regard to these policies and to follow the procedures laid down in the University's Financial Regulations. All requisitions of goods and services are open to examination by the University's auditors, and potentially to the National Audit Office.

Staff may not use the University's purchasing facilities for private purposes.

The authority to place orders, and thereby commit funds, whether centrally or departmentally, remains with the respective Budget Holder who remains at all times financially responsible and accountable. The budget holder may delegate this authority as necessary in accordance with Purchase to Pay substitutions in Agresso.

Goods and services should not be procured more expensively than necessarily possible without good reason. A guide to factors to be considered when placing orders is set out in these regulations.

The effective combination of central and devolved purchasing depends on efficient communication. Centrally negotiated contracts are communicated, when available, to staff dealing with the finance function in Faculty or Service offices as are nationally negotiated contracts arranged by Consortia. Information regarding contracts are available via HeContracts (<http://www.hecontracts.co.uk/>). The University is a member of the Southern Universities Purchasing Consortium (SUPC) and also has access to contracts arranged by Central Government.

The advantage of using Consortium and Government contracts is that they enable the University to benefit from competitive prices obtained from the economies of scale of the higher education sector or Public Sector organisations. In addition, these contracts also ensure EU compliance because the public procurement regulations



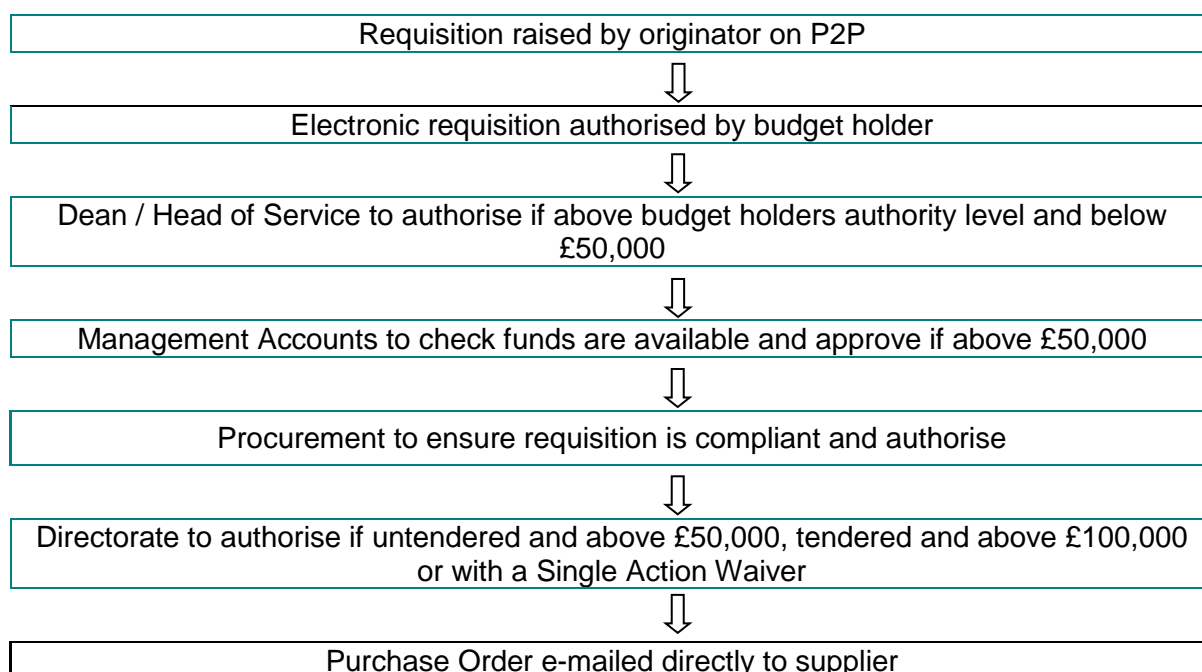
will already have been complied with. HeContracts (<http://www.hecontracts.co.uk>) shows suppliers with whom the University has contracts.

#### 1.5 Review of Procurement Procedures

The Director of Finance is responsible for the periodic formal review of this policy document. To meet changing circumstances and University business needs the Head of Procurement keeps the policy under constant review and recommends alterations as necessary, having first consulted Faculties and Services as appropriate.

#### 1.6 Levels of Authority

Fin 007, Limits of Authority document, details the levels of authority needed when ordering goods and services. The flow chart below outlines the approvals required during the ordering process:



Note: These figures are exclusive of VAT

## Section 2 - Role of Central Procurement and Faculty/Services Staff

The Procurement Team forms part of Finance Services. See Appendix A for Procurement Team organisation structure:

### 2.1 Responsibilities Overview

The Procurement Team is responsible for the processing, validation and evaluation of all orders that the University places with external suppliers for goods and services, the recommendation of procurement policy, and ensuring that contracts that are placed by the University meet the established criteria of the Financial Regulations. The primary role of the Procurement Team is to provide an efficient service to the whole University and to provide advice to facilitate faculties and services to enable them to purchase goods and services. For purchases in excess of £30,000 the Procurement Team has a mandatory requirement to undertake tendering and pre-and post-contract negotiations in conjunction with the relevant faculty or service on behalf of the University. The exception to this is for Estates purchases where the limit is £50,000. Full details on quote and tender limits can be found in section 3. The central Procurement Team also manages the overall relationship with the University's Suppliers.

### 2.2 Breakdown of Responsibilities

The Procurement Team is responsible for the following functions:

- a) Liaison and active involvement with all consortia, (regional and national) and Government and other buying agencies.
- b) Liaison with other Finance staff and staff in faculties and services particularly to promote the role of the team and the services it offers.
- c) Provision of a purchasing advisory and facilitating service to include advice on pre and post-purchase assessments to include all tenders
- d) Provision of guidance on:
  - European Union Supplies/Services/Works/Directives
  - Tendering and legal responsibilities and obligations
  - Conditions of Contract (See Appendix B for the University's standard Terms and Conditions)
  - Any other aspect of procurement to include disposal / environmental / sustainable / Equal Opportunities/Corporate Social Responsibility.
- e) Negotiations with suppliers to provide best value for money contracts which can be used by all departments and disseminate such information to appropriate end users.
- f) Publication of an annual report to be presented to the Board of governors and purchasing newsletters.
- g) Co-ordination and the delivery of training for staff in the purchasing function and those nominated within faculties and services.
- h) Checking accuracy of requisitions, approving and issuing orders to suppliers via Agresso Purchase to Pay.

### 2.3 Communication with other Services/Faculties

The Procurement Team will seek, by consultation and negotiation with Faculties/Services, to improve arrangements for the purchase of commonly used commodities across the University and ensure that only a limited number of suppliers are used for such items to ensure economies of scale and service. Such information

is shared and distributed across the University via the purchasing web-site and the University's E-zine to all managers and/or the University's Weekly News to all staff.

#### 2.4 Responsibilities of Faculty/Services Staff

All Faculty/Services staff are responsible for the following functions:

- a) To ensure the faculty/service use approved sources of supplies including Consortia/Government or University contracts in conjunction with the Procurement Team.
- b) To ensure that the faculty/service carries out its obligations under these Financial regulations with the help and advice of the Procurement team.
- c) To ensure that any potential purchase greater than £30,000 (tender limit) is brought to the attention of the Procurement team at the earliest opportunity. Contact should be made via the Head of Procurement or Purchasing and Contracts Manager
- d) To ensure that 3 quotations are obtained, where required.
- e) Inform Procurement of any conflict of interest.

## Section 3 - Procurement Procedures

### 3.1 Financial Rules and Regulations

The University is funded in part by the tax payer through the Higher Education Funding Council for England (HEFCE). Therefore we must ensure that the University's money is spent correctly. The University is subject to European Procurement rules and so the following rules apply when ordering goods and services:-

### 3.2 Goods/Services Purchased Centrally

The following specialist goods and services are purchased centrally and requests for such goods must be authorised by the following services:

<u>Commodity</u>	<u>Ordered by</u>
IT Equipment inc. hardware & software	IT Services
Telephone Equipment	IT Services
AV Equipment	IT Services
Building Works	Facilities-Estates (special provisions apply – see section 5)
Print, Stationery and Photocopiers	Printing and Stationery
Catering	Facilities
Coach/Car Hire	Facilities
Advertising*	Marketing and Communications

#### \*Advertising

Any advertising to be purchased must be authorised by Marketing and Communications prior to a requisition being raised. Evidence proving authorisation should be attached to the electronic requisition.

### 3.3 Finance Leases

All finance leases must be arranged via Finance Services and approved by the Director of Finance. Finance leases are a form of borrowing and will only be taken up by the University in specific and/or exceptional circumstances.

### 3.4 Purchasing Cards

The University uses Corporate Purchasing Cards to enable Faculties and Services to undertake low value purchasing activity, usually under £500.

The Purchasing Card offers the opportunity to improve both the focus and flexibility of purchasing procedures whilst reducing the volume of purchase orders, invoices and associated paperwork for low value sundry purchases. This will improve the cost effectiveness of processing these transactions.

This is done without compromising control of the University's money and, at the same time, the University benefits from higher quality management information as supplied by the current card provider

The policies set out in FIN 002 (Financial Regulations) in relation to the purchasing of goods and services apply to all orders placed.

The usage of the UWE Purchasing Card must not contravene the Bribery Act 2010. Further detail can be found on the Finance Department's Internet Site "Bribery Act 2010" <http://www.uwe.ac.uk/finance/fserv/finRegs/intranet/finRegs/BriberyAct/> )

The University's Purchase Card Policy can be found in Appendix C

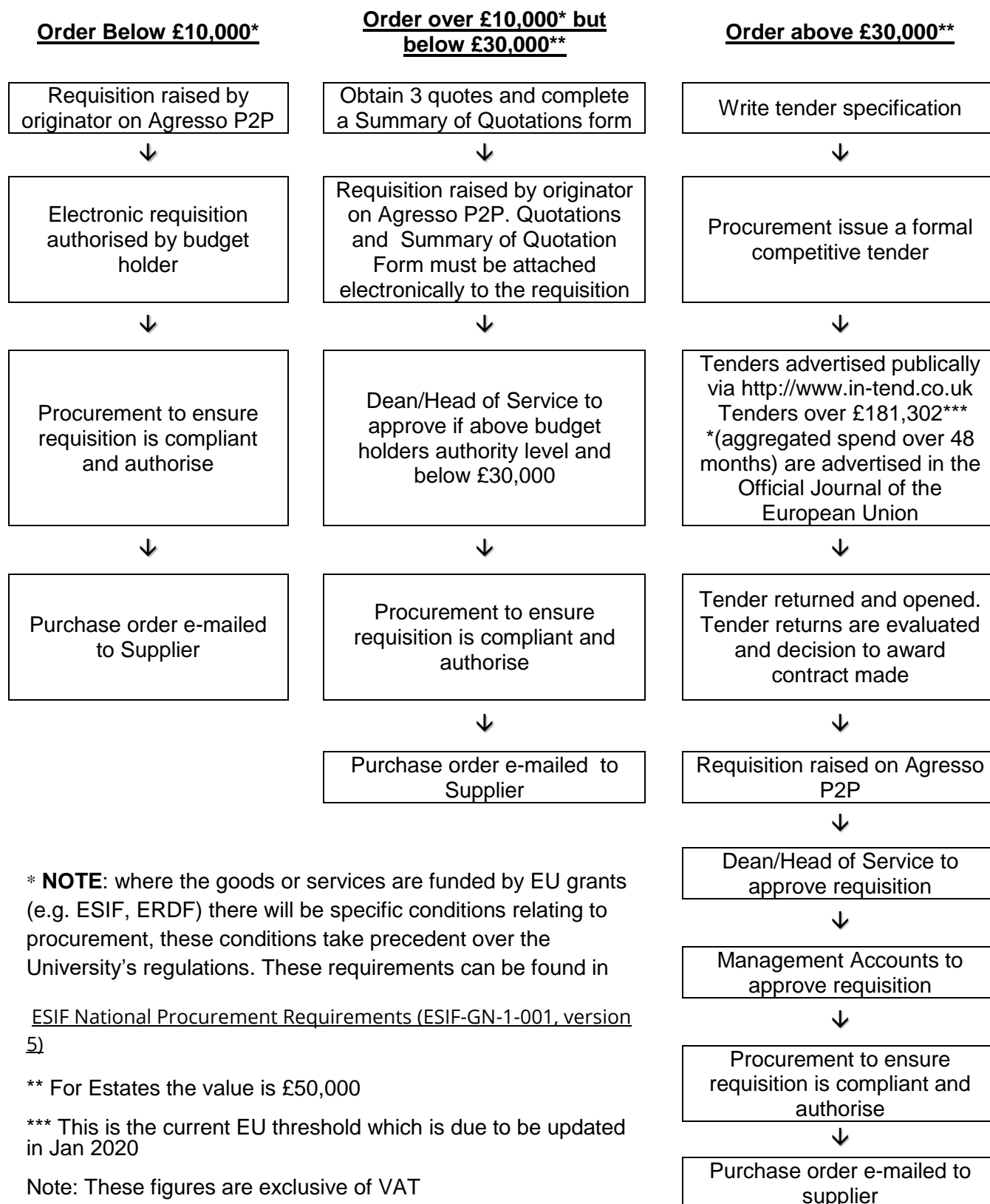
Generally, unless prior approval is given from Procurement, Purchasing Cards will not be used to purchase the following goods and services:

- IT Hardware/Software/Consumables
- Printing and Stationery
- Car Hire/Bus/Coach Hire
- Mobile Phones and GPS
- Furniture over £500
- Travel except with the approved travel agent for flights
- Train tickets
- Personal Subscriptions to Professional Bodies

A Cardholder must comply with the rules regarding the use of the card contained within Appendix C Purchasing Card Policy and Delegations of Authority. Failure to do so may lead to immediate cancellation of the card. Each cardholder will be notified of the credit limits applicable to the card under their responsibility. Adherence to these procedures will be subject to review by the University's auditors.

### 3.5 Purchase Orders

For purchases over £500, goods and services must be purchased through the University purchase order process as follows:



\* **NOTE:** where the goods or services are funded by EU grants (e.g. ESIF, ERDF) there will be specific conditions relating to procurement, these conditions take precedent over the University's regulations. These requirements can be found in

[ESIF National Procurement Requirements \(ESIF-GN-1-001, version 5\)](#)

\*\* For Estates the value is £50,000

\*\*\* This is the current EU threshold which is due to be updated in Jan 2020

Note: These figures are exclusive of VAT

See Appendix D Procurement and the Agresso Financial System for information on how to raise an order

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## Section 4 - Purchase Orders

### 4.1 Orders for Goods and Services below £10,000\* (excluding VAT)

Orders which amount to less than £10,000 per supplier can be placed with suppliers without the need for three quotations or competitive tender. Where possible contracted suppliers must be used. A requisition must be completed via Agresso and authorised by the appropriate approver and Procurement before any details are given to the supplier. Suppliers should not be engaged until a purchase order has been raised. Confirmation orders should at all times be avoided except with the prior approval of either the Head of Procurement or Purchasing and Contracts Manager.

\*Important Note: Applies only to University funded purchases. External sponsors, particularly those relating to European funded projects continue to require evidence of three quotations or competitive tenders for purchases of £2,500 or over.

### 4.2. Orders for Goods and Services between £10,000 and £30,000 (excluding VAT) – Competitive Quotations

If the value of an order/contract is between £10,000 and £30,000 (excluding VAT) the financial regulations specify that at least 3 written quotations have to be obtained and kept on file in the ordering service/faculty. The Procurement team can offer advice on doing this. A Summary of Quotation form (Appendix E) must be completed and attached to the electronic requisition along with copies of the quotations. The lowest quotation will normally be accepted unless written justification is provided on the Summary of Quotation form stating why other than the lowest offer is required.

\*For Estates the value is £50,000

Where appropriate central contracts do not exist or are in the process of re-negotiation, it is the responsibility of the service/faculty, with the help/advice of procurement to seek competitive quotations. It is appropriate in such instances for the service/faculty to approach Procurement who may be able to obtain special terms through purchasing consortia or by combining the needs of various service/faculties to obtain bulk order discounts.

### 4.3 Formal Tenders for Goods and Services over £30,000\* but below £181,302

Purchasing of goods or services in excess of £30,000 must be arranged in conjunction with Procurement. A formal tender exercise must be carried out for goods and services of this value. Refer to 4.6.

\* For Estates the value is £50,000

Note: These figures are exclusive of VAT

### 4.4. EU Tenders for Goods or Services with a total value over £181,302

For goods and services above £181,302 the European Public Procurement regulations apply.

Current values are:	for supplies and services	£181,302*
	for estates works	£4,551,413*

\* These figures are revised every even year. Next revision is 2020

Note: These figures are exclusive of VAT

To comply with Public Procurement Regulations the tender will need to be advertised in the Official Journal of the European Union (OJEU). The advert will be placed by Procurement. Faculties and services are reminded that more time should be allowed for the completion of these tenders as the requirements have to be advertised throughout the European Union

£181,302 is a total value either as a one off figure or over a 4 year (48 month) period. For example, £45,000 per year on a 4 year contract would be over the EU threshold.

Based on analysis of 48 month expenditure data, the Head of Procurement develops a rolling five year tender plan taking into account contract renewals, and other spend areas reaching the EU tender threshold.

For further information regarding EU Tender thresholds please refer to <http://www.ojeu.eu/UsefulLinks.aspx>

Tender timescales vary depending on the type of EU tender carried out. See Appendix F for Timescales

#### 4.5 Types of EU Tender Procedure

- a) Open procedure - whereby any person who is interested may submit a tender.
- b) Restricted procedure - A Pre-Qualification Questionnaire (PQQ) is completed by the prospective supplier and returned to Procurement by the required date. The PQQ will then be scored by Procurement and the Faculty / Service and a limited number of companies taken forward to the tender stage. This ensures that the number of the companies invited to tender is manageable whereby only those persons selected by the contracting authority (the University) may submit a tender.
- c) Negotiated procedure - whereby the contracting authority (the University) negotiates the terms of the contract with one or more persons selected by it.

If an order is above the tender threshold and there are already contracted companies in place in a framework agreement, either negotiated by Procurement or Consortia, then EU tenders are not applicable. However, to ensure that the University's financial regulations are adhered to and so that the faculty/service receives "Best value for money" a further competition exercise should be carried out by Procurement using the companies in that Framework agreement. For information regarding Framework Agreements refer to HeContracts [www.hecontracts.co.uk](http://www.hecontracts.co.uk)

#### 4.6 The Formal Tender Process

Throughout the tender process all correspondence and contact should be between Procurement and the tenderers and not the Faculty/Service. Any meetings between the University and Tenderers will be led by Procurement and all Tenderers will be given exactly the same information. This ensures impartiality and equal treatment throughout the process.



#### 4.6.1 Tender Specification

The Faculty/Service should send to the Procurement team a complete technical specification of the goods or services to be purchased and any special conditions of contract which the buyer wishes to impose. If help is needed in designing a specification advice can be sought from Procurement. No potential supplier/tenderer should be involved with the wording/design of the technical specification.

The specification may not refer to goods of a specific make or source to a particular process which has the effect of favouring or eliminating certain goods or suppliers.

#### 4.6.2 Advertising and Invitations to Tender

##### Advertising contract opportunities

All tender opportunities with a contract value at or above the UWE tender threshold and that are open to bids from the entire supply market will be published on Contracts Finder ([www.gov.uk/contractsfinder](http://www.gov.uk/contractsfinder)) and on the University's preferred e-tendering portal In-Tend ([www.in-tend.co.uk](http://www.in-tend.co.uk)). Suppliers wishing to submit a tender are requested to express interest in the opportunity on In-Tend whereby the tender documentation is then forwarded to them electronically.

Contract opportunities that have a value that exceeds the EU tender threshold will also be advertised on the Official Journal of the European Union (OJEU). Contract notices on both Contracts Finder and the OJEU will direct potential tenderers to the In-Tend URL to allow them to express an interest in the opportunity and receive documentation.

Where the goods or services being supplied are funded by EU grants with specific conditions relating to procurement advertising (e.g. ESIF, ERDF), then these conditions take precedent over the University's advertising requirements. These requirements can be found in [The Procurement Law ESIF Compliance Guidance Note \(ESIF-GN-1-001\)](#).

Every invitation to tender must state that the University:

- a) does not bind itself to accept the lowest or any tender
- b) reserves the right to invite further tenders at its absolute discretion if it considers that the tenders received do not provide adequate competition or for other good reason.

#### 4.6.3 Instructions to Tenderers

Every set of tender documents will contain or include instructions and stipulations to tenderers as set out in the Instructions to Tenderers and include such terms as Procurement may from time to time advise.

#### 4.6.4 Receipt of Tenders

No tender will be considered unless it complies with the Instructions to Tenderers. Procurement will keep tenders secure until they are opened.

If a tender is received late i.e. after noon on the closing day, it must not be opened until after the successful tenderer has been selected, and the tenderer must be told why the tender was not considered. However, a tender may be considered if there is evidence of posting in time for delivery by the due date and no other tender has been acted upon.

#### 4.6.5 Opening of Tenders

Tenders must be:

- Opened as soon as practicable after noon on the closing day;
- Opened one at a time on the same occasion by the Procurement Team and a representative of the Faculty/Service who initiated the tender if applicable.
- Endorsed, immediately after opening, with the date of opening and then initialled by the person present.
- Opened with at least two people present.

Once tenders have been opened, the Procurement team will prepare a record showing:

- The closing date
- The names of all tenderers invited
- The names of all tenderers responding
- The amount of each tender
- Where alternative prices are allowed, the basis for each tender
- The date and time the tenders were opened
- The names of all persons present

This record must be signed by all persons present.

#### 4.6.6 Tender Evaluation

An evaluation team including Faculty/Service representatives and Procurement will meet to evaluate the tenders based on evaluation criteria outlined in the tender specification. In some cases potential suppliers will be asked to give a formal presentation about their response to Faculty/Service staff, Procurement and in some cases members of the Senior Management Team

The rules for the selection of suppliers are related to their business and professional status, their economic and financial standing and their technical capacity.

Where a contracting authority decides to award a contract, it is required to do so on the basis either of the offer (including in-house bids) which offers the lowest price or the one which is the most economically advantageous, in which case the evaluation criteria will be clearly listed within the tender document.

When a potential supplier has been selected if appropriate a post tender clarification will be carried out which should be aimed at checking the value for money concepts of the tender and the practical application of the products, or the servicing and maintenance consideration. The intention of these clarifications is not to affect the price or to disadvantage any other tenders or to set one tenderer against another to acquire a pecuniary advantage. In order to maintain integrity and purchasing ethics the Procurement team must be involved in all post tender clarifications and would normally lead such discussions.

#### 4.6.7 Errors in Tenders

Where a tender contains errors, Procurement will inform the tenderer before a decision is made whether to accept it, and will give the tenderer the opportunity to confirm the tender or withdraw it. No Alteration to a tender will be allowed.

#### 4.6.8 Tender Award and Post Tender Award

When the contract award decision has been made all tenderers must be advised of the outcome of the tender. Award letters to successful suppliers will be issued by Procurement after an Approval to Award Contract form has been signed by the Directorate.

Contracts can be approved by the following:

Purchasing and Contracts Manager – for contracts below £50,000

Head of Procurement – for contracts below £150,000

Deputy Vice-Chancellor – for contracts below £500,000

Vice-Chancellor - No Limit.

In the absence of the Vice-Chancellor and the Deputy Vice-Chancellor the Director of Finance can approve - No Limit.)

Note: These figures are exclusive of VAT

Procurement will issue letters of regret to unsuccessful tenderers. On occasion tenderers may request feedback regarding their unsuccessful bids.

All debriefs to non-successful tenderers will be carried out by Procurement and a formal report written and put on file for each debrief.

Tender feedback forms will be issued to both the internal customer and all suppliers following the contract award.

#### 4.6.9 Mandatory Standstill Period for EU Tenders

When the contract award decision has been made all tenderers must be advised of the outcome of the tender. For EU tenders a mandatory standstill period of at least 10 calendar days must be applied following the notification of the award decision before the contract is signed. The purpose of the standstill is to allow unsuccessful tenderers to challenge the decision before the contract is signed.

#### 4.7 Confidentiality of Information

The confidentiality of information received in the course of tendering and negotiating should be respected. Specific details of suppliers' offers must not be divulged. Information given in the course of working with suppliers should be true and fair and never designed to mislead and should never be used for personal gain. Also see separate information on the Freedom of Information Act.

#### 4.8 Declaration of interest: Registration of Interest

Any personal interest, which may impinge or might reasonably be deemed by others to impinge upon impartiality in any matter relevant to the decision making process during a tender, should be declared, in writing, to the Head of Procurement for recording and approval before conducting the business.

#### 4.9 Single Action Waivers (SAW)

In exceptional circumstances, a Single Action Waiver can be used instead of the normal procedures for orders £10,000 or over.

A SAW would normally be used for the following reasons:

- Technical reasons

- Specialisation of goods/services

For goods and services which have been tendered or are on contract a SAW form (Appendix G) does not need to be completed for orders £10,000 or over. In these circumstances "Tender" or "Contract" should be entered as the contract type onto Agresso. If there is any uncertainty about how to proceed Procurement should be contacted for advice.

A SAW is NOT required where competitive quotations have been sought, even if only one supplier has responded, an explanation should be given on the quotation summary form.

When a Single Action Waiver has been completed it must be attached to the requisition on Agresso. SAWs will be authorised as follows:

- SAW up to the value of £100,000 – Head of Procurement. SAW will be forwarded to DVC if there is any concern, by exception.
- SAW up to the value of £250,000 – Deputy Vice-Chancellor
- Over £250,000 – Vice-Chancellor  
In the absence of Deputy Vice-Chancellor or Vice-Chancellor – Director of Finance (no limit).

A SAW should state the reason why a particular company has been chosen and should refer to the company in question. For example: "Company A provided the materials for the first stage of work at the University and so for continuity of quality it is important that these goods are ordered again from Company B". The explanations should be as comprehensive as possible. A SAW must not be used as a reason for not complying with the financial procedures. In all cases a value for money statement will be required on the SAW form.

#### 4.10 Confirmation Orders

Every order placed in the name of the University, whether oral or in writing including official orders or letters of intent is binding upon the University. To avoid confusion, oral orders, or works requests being given before an order has been authorised should be avoided. Where, due to emergency, they cannot be avoided, Procurement should be asked for advice. The issuing of an order in any form which has not been authorised is a breach of the financial regulations. It will also hold up the paying of invoices as the correct procedure has not been carried out.

#### 4.11 Breach in Financial Regulations

In each case where a verbal order is given to a Supplier before authorisation is complete then a "Breach of Regulations form" see Appendix H attach will need to be completed.

Confirmation orders are not acceptable unless agreed in advance with Procurement. Any order £5,000 or over that is a "confirmation" order will need to have a "Breach of Financial Regulations" form signed off by the Executive Dean or Head of Service and authorised by Procurement and The Deputy Vice Chancellor. A full explanation as to why it is a "Confirmation" order will have to be provided. These will be recorded on the Agresso Financial system and reported to the Board of Governors.

Note: Confirmation orders may also result in the application of a late payment charges. Please refer to the Late Payment of Commercial Debt Regulations 2013 <http://www.legislation.gov.uk/ukxi/2013/395/made> for further information.

#### 4.12 Monitoring and Audit

In order to ensure compliance with Financial Regulations within the University, where a high degree of devolution exists, all orders are monitored centrally by the Procurement team in cooperation with, both internal and external audit teams. Faculties/Services are expected to act on any advice that may result from such monitoring.

#### 4.13 Gifts to the University and Hospitality

Any gift suggested or offered to staff of the University, should be declared to the respective line manager (or to the Head of Procurement if during a tender process).

Generally only gifts of very small intrinsic value are acceptable in the appropriate circumstances, for example, desk top trivia, telephone pads, pens, business diaries.

Hospitality, especially during a tender process, should not be accepted and staff should not allow himself or herself to be influenced or be perceived by others to have been influenced in making a business decision as a consequence of accepting hospitality. The frequency and scale of hospitality outside the tender process should be managed openly and kept to a minimum. In all cases, advice should be obtained from either the Head of Procurement or Purchasing and Contracts Manager.

If in doubt Hospitality should not be accepted above a level at which you would reasonably expect the University to reciprocate.

The University has a Gifts and Hospitality Register which can be completed on line. <http://www.formstack.com/forms/uwe-gandhregister>.

For further information regarding this and the University's Anti-Bribery policy please refer to section 8 Code of Ethics.

#### 4.14 Freedom of Information Act

The Freedom of Information Act came into force on 1<sup>st</sup> January 2005 and is relevant for all Public Bodies. It is the University's duty under this Act to provide any information regarding its conduct to anybody that requests it provided they can justify that this information is in the Public Interest and not for commercial gain. The University has a duty to respond within 20 working days from the date of the request. Any request for information that a faculty/service receives from a supplier should be immediately forwarded to Procurement to be recorded and dealt with. Any other requests concerning the Freedom of Information Act but are not related to suppliers or contracts should be directed to the Clerk of the Governors / Directorate.

## Section 5 – Facilities: Estates Only

### 5.1 Orders/Work over £10,000

For orders/work over £10,000 but below £50,000 3 quotes must be obtained and a Summary of Quotations form completed.

For orders/work over £50,000 a formal tender must be carried out.

Estates will issue standard tender documents by e-mail together with a full description of the work required which should then be returned to a central e-mail box in the Procurement team. They will then record this information and forward the outcome to Estates.

### 5.2 Authorisation

The following expenditure authorisation limits shall apply to individual projects:

- a) work costing up to £10,000 may be authorised by Estates staff as set out in the scheme of delegation and nominated by the Director of Facilities;
- b) work costing up to £50,000 may be authorised by the Director of Facilities;
- c) work costing more than £50,000 must be authorised by the Deputy Vice-Chancellor or appropriate member of the Directorate.

*Fin 007 – Limits of Authority contains full details*

### 5.3 Framework Contractors

The following procedure must be observed for the appointment of framework contractors for work to be carried out via schedules of rates of day work rates.

- a) An advertisement asking for contractors who wish to be included on a tendering list for the various categories of work will be placed by Procurement in the EU contracts bulletin.
- b) The resulting applications from the advertisement will be scored by an evaluation panel comprising:
  - Director of Facilities or nominee
  - A representative of Procurement

The evaluation panel will decide which applicants are to be included in the list of contractors to be asked to submit tenders

- c) The successful applicants will be asked in accordance with standard tendering procedure to provide a schedule of rates i.e. NSR and a schedule of day works for which they are willing to carry out general maintenance items for the University for the following year.  
These costs will be indexed.
- d) Contracts will normally be for a minimum period of twelve months and may be extended in accordance of the time period stated in the original EU Tender document. The maximum term is recommended to be no longer than 4 years.

#### 5.4 Variation Orders

It may be necessary on occasion to vary a Facilities order. In this case a Variation Order must be raised and authorised in accordance with the normal scheme of delegation.

A copy of the Variation Order must be sent to Procurement who will amend the Purchase Order to allow the payment of invoices.

#### 5.5 Emergency Work

In an emergency a Single Action Waiver, advised by the Director of Facilities and approved by Deputy Vice-Chancellor (Up to £250,000) or Vice - Chancellor (Unlimited) may be used instead of seeking quotes. In their absence the Pro Vice-Chancellor Commercial Director and Corporation Secretary (Unlimited) can authorise. Single Action Waivers however, should be kept to a minimum.

Emergency work, by its nature, is unpredictable and impossible to plan, so the placing of contracts for emergency work is subject to a special procedure. As the member of staff concerned must later justify his/her use of this procedure the engineer must keep and create all necessary documentation, including written notes of oral instructions, logging of events in the Services diary and the placing of formal contracts as appropriate.

##### Emergency Procedure

- a) Where possible the engineer/surveyor concerned must use any of the standing order procedures and/or standing contracts which are already available and which have been subject to competitive tender in the recent past.
- b) Subject to that, work under £10,000 can be carried out without recourse to the normal contract procedures but still using approved sources of supply.
- c) All actions which may result in the expenditure of amounts exceeding £10,000 for the same emergency event must be reported on or before the last day of the month in which the emergency occurred, or if the emergency occurred within the last seven days of a month, then before the end of the following month. The use of Single Action Waivers is to be used as and when appropriate and these must include a valid reason for the action. The Director of Facilities is to report all emergency work including the reason as per the above to the Board of Governors as per their Standing Order reference.
- d) Work of this nature will be charged against a special departmental suspense code, the total of which is reported to the Deputy Vice-Chancellor at monthly intervals via the normal finance system reporting structure. The Deputy Vice-Chancellor will then decide whether the expenditure incurred will be recharged to the appropriate departmental code or against the University contingency fund.

## Section 6 - Disposals Procedure

Equipment (including furniture and IT equipment) not needed by a Faculty/Service can be removed in a variety of ways:

- Transfer to an alternative department
- Disposal
- Sale to students or staff (\*with the exception of all IT equipment)
- Sale to an external third party (\*with the exception of IT equipment)

\*University IT equipment remains the property of UWE Bristol. To ensure compliance with software licensing, data security and disposal of waste electronic equipment laws, the University is unable to offer this equipment for sale or donation.

### 6.1 WARPit

The University uses a recycling network, WARPit. This is an online tool (<https://www.warp-it.co.uk/uwe>) which enables staff to advertise unwanted or underused University owned items for donation or loan. This avoids unnecessary purchases, and both saves money and reduces the amount of waste going to landfill and associated carbon emissions. This should be used in the first instance for internal re-use.

### 6.2 Disposal of Equipment Form

If disposal is required a Disposal of Equipment form (Appendix I) needs to be completed and returned to the Head of Procurement. The sections on the form regarding purchase date, price and proposed disposal method must be clearly shown as well as the working condition of the equipment and its potential for transfer or sale. Disposal forms are available from faculty/service finance offices and the Procurement website.

Where:

- a) furniture or equipment is being disposed of because it is obsolete due to a refurbishment the completed Disposals Form must be submitted to the Head of Procurement at the same time as the Purchase Order for new furniture/equipment;
- b) furniture or equipment is being disposed of because it is obsolete because it is no longer needed the Disposals Form must be completed and returned to the Head of Procurement at least two weeks prior to a disposal date;
- c) furniture or equipment is being disposed of because it is broken the Disposal form must be completed and sent to the Head of Procurement as soon as possible.

On receipt of the Disposal Form, Procurement will inform Facilities of the impending disposal. Facilities will then arrange for disposal. Disposal can only be arranged once authorisation is given from the Head of Procurement.

Disposal of all computer equipment will be dealt with by IT Services.

Only porters and approved external contractors are permitted to dispose of equipment. No other staff are permitted to move or dispose of equipment for Health and Safety and environmental regulation reasons. Any other member of staff (including Technicians) disposing of obsolete furniture in a skip or other waste container (without



prior agreement of the Environmental Manager) may face University disciplinary procedures.

Staff are reminded that articles in any skip or waste container apparently discarded are still the property of the University or the contractor who placed them there and must not be removed without proper written authorisation. Removal may be considered as theft.

### 6.3 Recharging for Disposal of Equipment

Faculties/Services may be recharged for the cost of disposal of equipment. Disposal of the following items will be recharged:

- Refrigeration Equipment
- Large or unusual lab equipment
- Hazardous Items

Only approved contractors can be used for the disposal of electrical or electronic equipment. Disposal via contractors can only be arranged through Facilities.

### 6.4 Sales to Staff and Students

Selling equipment to staff or students should only be used after all other options have been exhausted.

University IT equipment remains the property of UWE Bristol. The University is unable to offer this equipment for sale or donation.

Proposals to sell any equipment shall be notified in advance to the Head of Procurement. When the proposal has been approved the faculty shall arrange for an invoice to be raised.

Obsolete or redundant equipment or furniture cannot be donated to staff or students; however they may be sold. Sales of any obsolete or redundant equipment or furniture to staff or students are permitted, provided all other avenues for disposal have been exhausted. If staff or students wish to purchase obsolete equipment and all channels have been exhausted then they should send a bid, in writing, to Procurement clearly describing the article and the amount they are prepared to pay. The University has to charge VAT on all such sales and therefore the bid must state clearly whether the sum is to be treated as inclusive or exclusive of VAT. Procurement will examine the article and make a recommendation to the Head of Procurement who will make a final decision. Staff or students must not remove any equipment or furniture from site until they have written consent and a receipt to prove they have paid the sum agreed.

In cases where the item for disposal is likely to realise more than £250, the item may be advertised in the University Bulletin/Procurement web page and sealed bids will be submitted to Procurement before a notified dead-line. The highest bid will normally be accepted following a formal opening procedure.

### 6.5 Sale or Donation of Second-hand Furniture/Equipment

If a Faculty/Service is contemplating selling or donating second hand items then advice should be sought in advance from the Head of Procurement to ensure that there is no contravention of Health & Safety, Sale of Goods or Environmental Regulation. It is important that a Sale of Goods or Donation of Goods form is completed to meet Health

and Safety and environmental regulation requirements. This form is available from the Purchasing website.

University IT equipment must not be offered for sale or donated to external third parties.

#### 6.6 Trade In

When the purchase of new equipment is being undertaken, it is good practice to assess whether a trade in allowance against the old equipment can form part of the purchase agreement. Sometimes better prices are available by this method because a supplier is able to negotiate. However, certain criteria must be met to allow a trade in. If trading items in, advice should be sought from the Head of Procurement to ensure compliance with disposal regulations.

#### 6.7 Sustainable Purchasing Policy

The University has a Sustainable Purchasing Policy which can be found in Appendix J.

## Section 7- Purchasing Consortia

### 7.1 Introduction

The Diamond Report 2011 recommended that more strategic collaborative procurement within the Higher Education sector is necessary in order to generate savings. It suggested that the sector should set a target of 30% of non-pay spend to be achieved through collaborative procurement. Further information on the Diamond Report can be found at:

<http://www.universitiesuk.ac.uk/highereducation/Pages/EfficiencyinHigherEducation.aspx>

### 7.2 Southern Universities Purchasing Consortium (SUPC)

The SUPC is one of four purchasing consortia which makes the United Kingdom Universities Purchasing Consortium (UKUPC). The other consortia are:

- The North Eastern Universities Purchasing Consortium (NEUPC)
- The North Western Universities Purchasing Consortium (NWUPC)
- The London Universities Purchasing Consortium (LUPC)

UKUPC has links with other public sector procurement bodies and provides the strategic overview of collaborative procurement across the sector.

### 7.3 SUPC Guidelines

The University is a member of the SUPC. The role of the SUPC is to bring the combined purchasing power of the member universities to bear on suppliers of goods and services and to negotiate favourable discounts and special agreements for the benefit of all member institutions. Details of these agreements and any discounts available will be notified to all Faculties/Services as soon as they are received from SUPC. Details of HE sector framework contracts can be found on the HeContracts at [www.hecontracts.co.uk](http://www.hecontracts.co.uk). Faculties/Services are reminded that such agreements are confidential and should not be revealed to other suppliers as a means of negotiating more favourable deals.

The SUPC operates a Management Council on which every member university is represented and also commodity groups in the following areas:  
Audio Visual, Catering, Cleaning, Computing, Estates, Furniture, Insurance, Laboratory, Library, Postal, Professional Services, Stationery, Telecoms and Travel.  
Facilities and Sustainability

### 7.4 Purchasing Contracts

The Procurement Team has details of contracts negotiated by Government Agencies such as the Government Procurement Service (GPS) and various national agreements. Faculties/Services are invited to look through these contracts to see if they can benefit from them. These contracts have been put in place using European Guidelines and so are legally compliant.

#### 7.5 Consortium Guidelines

Procurement will continue to operate as a member of SUPC and other Consortiums as appropriate and will provide information to faculties/services as and when appropriate.

#### 7.6 'Best Value for Money' Concept

It is recognised that there will be occasions when greater savings can be achieved by taking advantage of bulk buying and special promotions not available through other consortia and in accordance with our "best value for money" concept we will be quite prepared to take advantage of such savings. Faculties/services aware of special offers are to be encouraged to let Procurement know so that other faculties/services can share the advantage.

## Section 8 - Code of Ethics

### 8.1 Members of staff

Members of University staff must never use their authority of office for personal gain and shall seek to uphold and enhance the standing of the University. In applying this precept, members of staff should follow the guidance set out below.

- a) Integrity – maintain the highest standard of integrity in all business relationships and reject any business practice which might reasonable be deemed improper. Impartiality – remain impartial in all business dealings and not be influenced by those with vested interests.
- b) Declaration of Interest – Any personal interest which may impinge or might reasonably be considered by others to impinge on staff impartiality in any matter relevant to his or her duties should be declared to a line manager particularly for example in the procuring of goods and services.
- c) Confidentiality and Accuracy of Information – The confidentiality of information received in the course of duty should be respected and should never be used for personal gain; information given in the course of duty should be true and fair and never designed to mislead.
- d) Competition – While bearing in mind the advantages to the University of maintaining a continuing relationship with a supplier, any arrangement which might in the long term prevent the effective operation of fair and transparent competition should be avoided.
- e) Business Gifts – Business gifts, other than items of very small intrinsic value such as business diaries or calendars, should not be accepted. These should be below the total value of £5.
- f) Hospitality – Modest hospitality is an accepted courtesy of a business relationship. However, staff should not allow him or herself to reach a position whereby he or she might be considered by others to have been influenced in making a business decision as a consequence of accepting such hospitality; the frequency and scale of hospitality accepted should not be significantly greater that the University would expect to provide in return.

### 8.2 The Bribery Act 2010

In response to the Bribery Act 2010 the University has introduced an Anti Bribery policy. (Appendix K) Failure to comply with the policy exposes the University and individual staff members, who receive or provide gifts or hospitality, to the risk of prosecution should an accusation of malpractice arise. Penalties under the act include imprisonment and/or unlimited fines.

Following publication of the University's Anti-Bribery policy the Gifts and Hospitality Register is now available for use by colleagues. <http://www.formstack.com/forms/uwe-gandhregister>. Staff must complete the register in accordance with the Anti Bribery Policy which provides that:

- gifts given or received over the value of £30 (or local currency equivalent) must be recorded.
- the receipt or provision of gifts over £50 (or local currency equivalent) must be recorded and authorised by the line manager in advance.
- hospitality given or received off campus and to a value of more than £30 per person (or local currency equivalent) must be recorded and authorised retrospectively where necessary.

### 8.3 Additional Information concerning Hospitality/Gifts

When it is not easy to decide between what is and is not acceptable in terms of gifts or hospitality, the offer should be declined or advice sought from their manager. In all the above instances advice can be sought from the Procurement team.

## **Section 9 - Health and Safety in the purchasing of Goods and Services**

### 9.1 Introduction

Successful management of health and safety within the University will be achieved if it regards health and safety as an essential requirement on all its activities. It is fundamental to the University's Health and Safety Policy that it only introduces articles, substances and equipment that are safe and without risks to health.

It is the responsibility of the Executive Dean or Head of Service authorising the purchase to ensure goods or services are selected that are suitably safe and without risks to health. The manner in which the Faculty or Support Service intends to employ the goods or services will be subject to a risk assessment where appropriate. The specification for the goods or service must then be in accordance with the assessment.

### 9.2 Purchasing Goods

When selecting goods for purchase all relevant health and safety aspects must be considered including technical standards, human factors and issues relating to installation, use, maintenance and disposal. These aspects may need to be considered at the design stage and be incorporated into design specifications.

### 9.3 Legislation with which the University as Purchaser must comply

The Health and Safety Act lays the general duty on the University to ensure plant, articles and substances are safe and without risks to health.

The Management of Health and Safety at Work Regulations require the University to ensure by effective planning that risks are controlled by careful design and selection of equipment, articles and substances.

The Provision and Use of Work Equipment Regulations require the University to select\* equipment that is suitable by virtue of three aspects – its initial integrity; the place where it will be used; and the purpose for which it will be used. Written instructions provided by the supplier must be made available to those using the work equipment.

\* The requirement to perform a risk assessment (Management of Health and Safety at Work Regulations) will help in this section.

The Control of Substances Hazardous to Health Regulations require the University to not carry out work with hazardous substances unless the risk has first been assessed. Information regarding the hazard of the substances proposed to be used must be obtained and considered at or before the time of acquisition.

The Health and Safety (Display Screen Equipment) Regulations require the University to ensure that new display screen workstations used by DSE users meets the requirements laid down in the schedule.

The Personal Protective Equipment at Work Regulations require the University to select and provide suitable equipment in accordance with the necessary assessment of the risk being protected from.

#### 9.4 Legislation with which the Supplier must comply

The Health and Safety at Work Act lays a duty on those who design, manufacture, import or supply any article for use at work to ensure, so far as is reasonably practicable, that the article is designed, constructed and installed so as to be safe and without risks to health when used. In addition the person supplied with the article must be provided with adequate information such that it may be used safely and without risks to health.

The Supply of Machinery (Safety) Regulations set out the essential health and safety requirements that must be met by manufacturers and suppliers before new machinery is placed on the market.

The Low Voltage Electrical Equipment (Safety) Regulations require the suppliers of electrical equipment to ensure that it meets the essential safety requirements.

The Chemical (Hazard Information and Packaging) Regulations require the supplier of chemicals (any substance or preparation) to identify and classify the hazard, to provide information about the hazard to the person supplied and to package the chemicals safely.

#### 9.5 Purchasing Services/Contractors

The University's duty (Health and Safety at Work Act s.2) is to protect the health and safety of its staff and others who may be affected by its activities. This includes the activities of another employer working on University premises such as contractors. These duties cannot be delegated to another employer contracted to provide a service. Staff of the University and the contractors will depend on one another in order to maintain a safe working environment. The University must inform the contractor of the risks specific to the University's activities or premises (Management Regulations reg.10). The contractor must inform the University of the risks that may be introduced into the University (Health & Safety at Work Act s.3) from their activity.

It is essential that this matter is considered at the selection stage of engaging a contractor. Health and safety standards must be detailed in contract specifications and health and safety performance must be considered in the selection of the contractor/installer. The employing Faculty or Service must ensure the contractor/installer is competent to conduct the work safely and be confident that the arrangements to be made will ensure that it will be conducted safely.

#### 9.6 SUPC and other Consortiums

SUPC establishes purchasing arrangements for goods and services for the benefit of its member institutions. It does not act as the supplier nor does it undertake to scrutinize the health and safety aspects of the goods or services for which it establishes purchasing arrangements. It does however act reasonably, within its knowledge of the needs of its members institutions, to consider health and safety aspects as a factor in the selection of those goods and services for which it establishes purchasing arrangements.

#### 9.7 Guidance to Purchasers

The legislation is neither specific nor detailed about what constitutes a safe article or a safe working practice. An adequate and appropriate safety standard is what must be sought. Selecting goods and services requires many factors to be taken into account.



The purchaser should:

- a) know what is wanted
- b) know the circumstances in which the goods are to be used or the service delivered
- c) conduct a risk assessment where appropriate
- d) know what technical standards or performance standards are appropriate
- e) know who to ask for advice and assistance
- f) balance the health and safety aspects with others (quality, price, terms etc) to select the goods or service

Advice and assistance will be available to the purchaser from a number of sources:

- a) The manufacturer or supplier
- b) Guidance prepared by the Health and Safety Executive, British Standards, National Bodies, Trade association etc.
- c) The experience of others
- d) University Procurement Team
- e) University Health and Safety Team
- f) Other University specialists such as Facilities–Estates Services

It should be remembered that ‘safe’ goods without adequate information, instruction, training and supervision will not guarantee safety in its use.

Also, a ‘safe’ service provider without adequate communication, cooperation and monitoring will not guarantee safety in the delivery of the service.

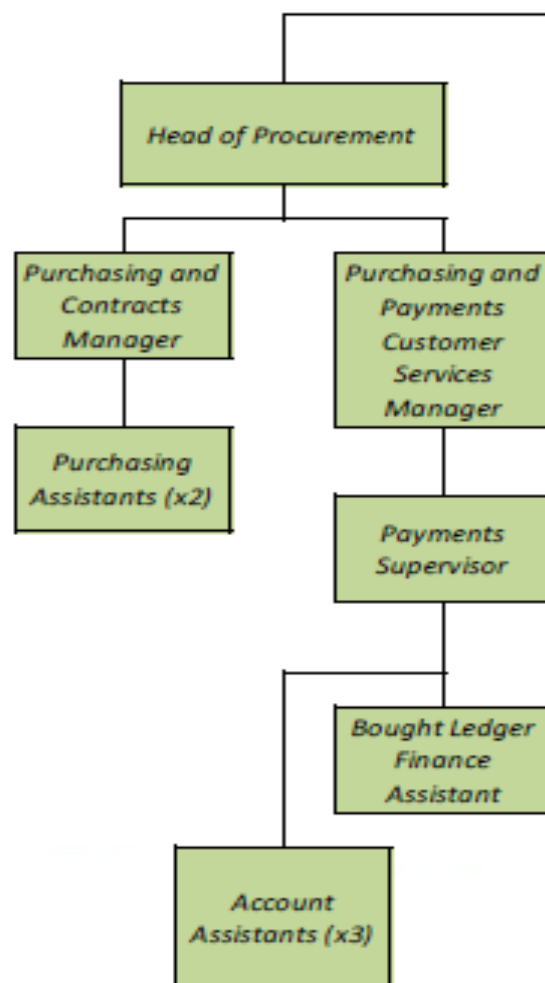
Finance Services  
October 2013

## Appendices

- Appendix A - Procurement Team Organisation Structure
- Appendix B - Terms and Conditions of Purchase
- Appendix C - Purchase Card Procedures
- Appendix D - Procurement and the Agresso Financial System
- Appendix E - Summary of Quotation form
- Appendix F - EU Tender Timescales
- Appendix G - Single Action Waiver form
- Appendix H - Breach of Regulations form
- Appendix I - Disposal of Equipment form
- Appendix J - Sustainable Purchasing Policy
- Appendix K - Anti-Bribery Policy Statement

## Appendix A

## Purchasing and Payments Team Structure



## Appendix B

# General Conditions of Purchase for Goods and Services

## 1. Definitions

"UWE" means University of the West of England, Bristol.

"Supplier" means the person firm or company to whom the Purchase Order is addressed and any employees, Sub-Contractors or agents of said person, firm or company.

"Goods" means the materials, articles, works and Services described in the Contract.

"Package" means any type of package including bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.

"Authorised Officer" means any UWE employee authorised, either generally or specifically, in accordance with UWE Financial Regulations to sign Purchase Orders.

"Authorised" means signed by one of UWE Authorised Officers.

"Purchase Order" means UWE Authorised Purchase Order referring to these General Conditions of Purchase on its face.

"Order Amendment" means UWE Authorised Order Amendment or series of Order Amendments, each Order Amendment having precedence over any earlier Order Amendment.

"Contract" has the meaning given in Condition 2 below.

"Price" has the meaning given in Condition 3 below.

"Regulations" means the Public Contract Regulations 2015 or any other law relating to the procurement of Goods or Services by UWE.

"Regulated Activity Provider" is as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006.

"Regulated Activity" is in relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

"Results" means patents, trade marks, service marks, design rights, copyright (including all copyright in any designs and computer software), inventions, trade secrets, know-how, apps, confidential information, registerable business names and all other intellectual property rights and rights of a similar character in any part of the work (whether or not the same are registered or capable of registration), and all applications and rights to apply for protection of any of the same;

"Sale of Goods Act 1979" shall mean the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994.

"Services" means the services to be delivered in accordance with the specification or work schedule attached to the Purchase Order.

"Supply of Goods and Services Act 1982" shall mean the Supply of Goods and Services Act 1982 as amended by the Sale and Supply of Goods Act 1994.

"Sub-Contractor" means those persons with whom the Supplier enters into a Sub-Contract or its or their servants or agents, and any third party with whom that third party enters into a Sub-Contract or its servants or agents.

"Sub-Contract" means any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of the Goods and/or Services (wholly or partly) from that third party.

"TUPE" means Transfer of Undertakings (Protection of Employment) Regulations 2006 or as amended.

## 2. The Contract

The Supplier agrees to sell and UWE agrees to purchase the Goods and Services in accordance with the Contract. The Contract shall comprise (in order of precedence): any Order Amendments, the Purchase Order, these General Conditions of Purchase, any other document (or part document) referred to on the Purchase Order. The Contract shall not include any of the Supplier's conditions of sale, notwithstanding reference to them in any document. However, should this Contract be held by a court of competent jurisdiction to include the Supplier's terms and conditions of sale then in the event of any conflict or apparent conflict these General Conditions of Purchase shall always prevail over the Supplier's terms and conditions of sale. Delivery of Goods in response to a Purchase Order or Order Amendment shall be taken to imply that the Supplier has accepted the terms and conditions of this Contract.

The Supplier should not undertake any work or supply any Goods or Services without first receiving an authorised UWE Purchase Order.

## 3. Price

The Supplier will sell UWE the Goods for the firm and fixed Price stated in the Contract. If no Price is stated in the Contract then the Price shall be a fair Price, taking into account prevailing market conditions.

The Price shall include storage, packing, insurance, delivery, installation and commissioning (as applicable) but shall exclude VAT.

No increase in Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Authorised Officer.

## 4. Variations

UWE shall have the right, before delivery, to send the Supplier an Order Amendment adding to, deleting or modifying the Goods. If the Order Amendment will cause a change to the Price or delivery date then the Supplier must suspend performance of the Contract and notify UWE without delay, calculating the new Price and delivery date at the same level of cost and profitability as the original Price. The Supplier must allow UWE at least 10 working days to consider any new Price and delivery date. The Order Amendment shall take effect when but only if an Authorised Officer accepts in writing the new Price and delivery date within the time the Supplier stipulates. If the UWE Authorised Officer fails to confirm the Order Amendment within the time the Supplier stipulates then performance of Contract shall immediately resume as though the said Order Amendment had not been issued (except that UWE may still exercise UWE right of cancellation in accordance with Condition 5).

## 5. UWE right of cancellation

In addition to UWE's other rights of cancellation under this Contract, UWE may cancel the Purchase Order and any Order Amendment thereto at any time by sending the Supplier a notice of termination. The Supplier will comply with any instructions that UWE may issue with regard to the Goods. If the Supplier submits a termination claim then UWE will pay to the Supplier the cost of any commitments, liabilities or expenditure which in UWE's reasonable opinion were a consequence of this Contract at the time of termination. The total of all payments made or due to the Supplier under this Contract, including any termination payment, shall not exceed the Price. If the Supplier fails to submit a termination claim within 3 months of the date of UWE's notice of termination then UWE shall have no further liability under the Contract.

## 6. Quality and Description

- (a) The Goods shall:
- (i) conform in every respect with the provisions of the Contract;
  - (ii) be capable of all standards of performance specified in the Contract;
  - (iii) be fit for any purpose made known to the Supplier expressly or by implication and in this respect UWE rely on the Supplier's skill and judgment;
  - (iv) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship;
  - (v) correspond with their description or any samples, patterns, drawings, plans and specifications referred to in the Contract;
  - (vi) be of satisfactory quality
  - (vii) comply with any current legislation.
- (b) Unless specifically required under the Contract, there shall be no asbestos content in the Goods.

## 7. Work on UWE premises

If the Contract involves any works or services which the Supplier performs on UWE premises then the following conditions shall apply:

- (a) The Supplier shall ensure the Supplier and the Supplier's employees, the Supplier's Sub-Contractors and their employees and any other person associated with the Supplier will adhere in every respect to the obligations imposed on the Supplier by current safety legislation.
- (b) The Supplier shall ensure that the Supplier and the Supplier's employees, the Supplier's Sub-Contractors and their employees and any other personnel associated with the Supplier will comply with any Regulations that UWE may notify to the Supplier in writing.

## 8. Progress and inspection

- (a) The Supplier shall at the Supplier's expense provide any programmes of manufacture and delivery that UWE may reasonably require. The Supplier shall notify UWE without delay in writing if the Supplier's progress falls behind or may fall behind any of these programmes.
- (b) UWE shall have the right to check progress at the Supplier's works or the works of Sub-Contractors at all reasonable times, to inspect and to reject Goods that do not comply with the Contract. The Supplier's Sub-Contracts shall reserve such rights for UWE.
- (c) Any inspection or approval shall not relieve the Supplier from the Supplier's obligations under this Contract.

## 9. Package

Unless otherwise stated in the Contract, all Package shall be non-returnable. If the Contract states that Package is returnable, the Supplier must give UWE full disposal instructions before the time of delivery. The Package must be clearly marked to show to whom it belongs. The Supplier must pay for the cost of all carriage and handling for the return of the Package. UWE shall not be liable for any Package lost or damaged in transit.

## 10. Safety

The Supplier shall observe all legal requirements of the United Kingdom, European and relevant international agreements in relation to health, safety and environment, and in particular to the making of hazardous Goods, the provision of data sheets for hazardous materials, and all provisions relating to food.

## 11. Delivery and Collection

- (a) The Goods shall be properly packed, secured, despatched and delivered at the Supplier's expense in good condition at the time or times and the place or places specified in the Contract.
- (b) If the Supplier or the Supplier's carrier deliver any Goods at the wrong time or to the wrong place then UWE may deduct from the Price any resulting costs of storage or transport.

## 12. Late delivery

If the Goods or any part of them are not delivered by the time or times specified in the Contract UWE may by written notice cancel any undelivered balance of Goods. UWE may also return for full credit and at the Supplier's expense any Goods that in UWE's opinion cannot be utilised owing to this cancellation. In the case of services, UWE may have the work performed by alternative means and any additional costs reasonably so incurred shall

be at the Supplier's expense. This shall not affect any other rights that UWE has.

## 13. Property and risk

- (a) The Supplier shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly.
- (b) Ownership of the Goods shall pass to UWE:
  - (i) When the Goods have been delivered but without prejudice to UWE's right of rejection under this Contract, and
  - (ii) if UWE make any advance or stage payment, at the time such payment is made, in which case the Supplier must as soon as possible mark the Goods as UWE property.

## 14. Acceptance

UWE shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if they do not conform with the requirements of the Contract. It is agreed that UWE may exercise the right of rejection notwithstanding any provision contained in section 11 or section 15A or section 30 (subsections 2A and 2B) or section 35 of the Sale of Goods Act 1979. UWE shall give the Supplier a reasonable opportunity to replace the Goods with new Goods that conform with this Contract, after which time UWE shall be entitled to cancel the Purchase Order and purchase the nearest equivalent Goods elsewhere. In the event of cancellation under this condition the Supplier shall promptly repay any moneys paid under the Contract without any retention or offset whatsoever. Cancellation of the Purchase Order under this condition shall not affect any other rights UWE may have. The Supplier must collect all rejected Goods within a reasonable time of rejection or UWE shall return them to the Supplier at the Supplier's risk and expense.

## 15. Payment

- (a) Unless otherwise agreed in writing, the Supplier shall only be entitled to invoice UWE after delivery of the Goods or performance of the Services, as appropriate, unless otherwise agreed in writing by the Authorised Officer. It is the Supplier's responsibility to ensure that each invoice issued to UWE is correct.
- (b) Where the Supplier submits an invoice to UWE, UWE will consider and verify that invoice in a timely fashion. The Supplier's invoice must be addressed to the Head of Financial Services at UWE and must quote the full Purchase Order number. UWE shall not be held responsible for delays in payment caused by the Supplier's failure to comply with UWE invoicing instructions.
- (c) UWE shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date of the invoice.



- (d) Where UWE fails to comply with 15(a) and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 15(b) after a reasonable time has passed.
- (e) Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
  - (i) Provisions having the same effect as clauses 15(b) – (d) of this Agreement; and
  - (ii) A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 15(b) – (e) of this Agreement.
  - (iii) In clause 15(e), “Sub-Contract” means a contract between two or more Suppliers, at any stage of remoteness from UWE in a Sub-Contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

## 16. The Supplier’s warranty

It is expressly agreed between UWE and the Supplier that;

- (a) The Supplier shall promptly make good at the Supplier’s expense any defect in Goods that UWE discover under proper usage during the first 12 months of actual use or 18 months from the date of acceptance by UWE whichever period shall expire first. Such defects may arise from the Supplier’s faulty design the Supplier’s erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of the Supplier’s obligations whether in this Contract or at law.
- (b) Repairs or replacements will themselves be covered by the above warranty but for a period of 12 months from acceptance by UWE.
- (c) The Supplier will ensure that compatible spare parts are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the Goods.

## 17. Indemnity and Insurance

- (a) The Supplier shall indemnify UWE against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which UWE may incur either at common law or by statute in respect of personal injury or death of any person or in respect of any loss or destruction of or any damage to property (other than as a result or neglect of UWE or of any person for whom UWE is responsible) which shall have occurred in connection with any work executed by the Supplier under this Contract or shall be alleged to be attributable to some defect in the Goods.
- (b) A Purchase Order is given on the condition that (without prejudice to the generality of Condition 17(a) the Supplier will indemnify UWE against all loss, costs, claims, demands, expenses and liabilities whatsoever (if any) which UWE may incur either at common law or by statute (other than as a result of any default or neglect of UWE or of any person for whom UWE’s employees, agents, Sub-Contractors or other

representatives while on UWE premises whether or not such persons are (at the time of such injury or deaths are caused) acting in the course of their employment.

- (c) The Supplier will indemnify UWE against any and all loss, costs, expenses, and liabilities caused to UWE whether directly as a result of the action, claim or demand of any third party by reason of any breach by the Supplier of these conditions or of any terms or obligations on the Suppliers part implied by the Sale of Goods and Services Act 1982 or by any other statute or statutory provision relevant to the Contract or to Goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise of UWE rights under Condition 14.
- (d) The Supplier shall hold satisfactory insurance cover with a reputable insurer to fulfil the Supplier's insurance obligations for the duration of this Contract including professional indemnity insurance cover with a minimum limit of indemnity of £5 million, if applicable, public liability insurance cover with a minimum limit of indemnity of £5 million. The Supplier shall affect insurance against all those risks arising from the Supplier's indemnity in Condition 17(c). Satisfactory evidence of such insurance and payment of current premiums shall be shown to UWE upon request.
- (e) The Supplier shall ensure that insurance policies are taken out with reputable insurers acceptable to UWE and that the level of cover and other terms of insurance are acceptable and agreed by UWE.
- (f) The Supplier shall comply with all terms and conditions of the insurance policies at all times. If cover under the insurance policies shall lapse or not be renewed or be changed in any material way or if the Supplier is aware of any reason why the cover under the insurance policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify UWE without delay.
- (g) Save where liability cannot be excluded by law and save where there has been fraud or fraudulent misrepresentation, the total liability of the Supplier shall be £5,000,000 per claim.

## 18. Recovery of sums due

Whenever under the Contract any sums of money shall be recoverable from or payable by the Supplier, they may be deducted from any sums then due, or which at any later time become due to the Supplier under this Contract or under any other contract the Supplier may have with UWE.

## 19. Matters beyond control

If either party is delayed or prevented from performing its obligations under this Contract by circumstances beyond the reasonable control of either party, (including without limitation any Act of God, Act of Government or State, war, fire, civil commotion, insurrection or industrial action of third parties) such performance shall be suspended, and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order then the Contract may be cancelled by either party. UWE shall pay to the Supplier such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by the Supplier under the Purchase Order prior to cancellation but only in respect of work of which UWE has received full benefit as originally contemplated in the Contract. This provision can only have effect if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.

## 20. Articles on loan and use of information

- (a) All tools, materials, drawings, specifications and other equipment and data ("the Articles") loaned by UWE to the Supplier in connection with the Contract shall remain UWE property and be surrendered to UWE on demand in good and serviceable condition (fair wear and tear allowed) and are to be used by the Supplier solely for the purpose of completing the Contract. The Supplier agrees that no copy of any of the articles will be made without consent in writing of an Authorised Officer. Until the Supplier returns all the articles to UWE they shall be at the Supplier's risk and insured by the Supplier at the Supplier's own expense against the risk of loss, theft or damage. Any loss of or damage to such articles shall be made good by the Supplier at the Supplier's expense. All scrap arising from the supply of such articles must be disposed of at UWE discretion and all proceeds of sales of such scrap must be promptly paid to UWE in full.
- (b) Any information derived from UWE property or otherwise communicated to the Supplier in connection with the Contract shall be kept secret and confidential and shall not without the consent in writing of an Authorised Officer, be published or disclosed to any third party, or made use of by the Supplier except for the purpose of implementing the Contract.

## 21. Ownership of Results

If the Contract involves design and /or development work:

- (a) All rights in the Results arising out of or deriving from this Contract, including inventions, designs, copyright and knowledge shall be UWE property and UWE shall have the sole right to determine whether any letters patent, registered design, trademark and other protection shall be sought.
  - (b) The Supplier shall promptly communicate to UWE all such Results and shall if requested and at UWE expense do all acts and things necessary to enable UWE or
- Updated May 2018

UWE's nominee to obtain letters patent, registered designs and other protection for Results in all territories and to assign the same to UWE or UWE's nominee.

- (c) The Supplier shall ensure that all technical information (including computer programs and programming information) arising out of or deriving from this Contract is held in strict confidence except for any such information which becomes public knowledge other than by breach of this Contract.

## 22. Infringement of Patents etc

With the exception of Goods made to UWE design or instructions, the Supplier warrants that neither the Goods nor UWE use of them or the Results will infringe any patent registered design trade mark copyright or other intellectual property right of a third party and undertakes to indemnify UWE against all actions claims demand cost charges and expenses arising from or incurred by reason of any infringement of any such right.

## 23. Non-observance of conditions

If the Supplier breaches or fails to observe any provision of this Contract UWE may give the Supplier written notice of such breach or non-observance and the Supplier shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. If you fail to rectify the breach or non-observance then UWE shall have the right to give the Supplier written notice terminating the Contract with immediate effect.

## 24. The Supplier's insolvency

If the Supplier becomes insolvent or bankrupt or (being a company) makes an arrangement with the Supplier's creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) UWE may without replacing or reducing any other rights of UWE terminate the Contract with immediate effect by written notice to the Supplier or any person whom the Contract may have become vested.

## 25. Assignment and Sub-Contracting

The Contract shall not be assigned by the Supplier. The Supplier shall not subcontract any part of the Contract without UWE written consent (such consent not to be unreasonably withheld), but UWE shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to Sub-Contracts for materials for minor details or for any part of which the makers are named in the Contract. The Supplier shall be responsible for all work done and Goods supplied by all Sub-Contractors. The Supplier should be aware that any request to Sub-Contract the delivery of Goods and or Services may result in a termination of the contract in circumstances where the Regulations apply.

## 26. Anti-Bribery and Corruption

In connection with this or any other Contract between the Supplier and UWE the Supplier shall not give, provide, nor offer to UWE staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition UWE shall, without prejudice to any other rights UWE may possess, be at liberty forthwith to terminate this and any other Contract and to recover from the Supplier any loss or damage resulting from such termination.

### Compliance with the Bribery Act 2010

- 1.1 The Supplier shall:
- (a) comply with all applicable laws, statutes, Regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
  - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clause 1.1(b) and will enforce them where appropriate;
  - (d) promptly report to UWE any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement.
- 1.2 The Supplier shall ensure that any person associated with the Supplier who is performing Services in connection with this agreement does so only on the basis of a written Contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 1. The Supplier shall be directly liable to UWE for any breach by such persons of Clause 1.1.
- 1.3 UWE shall be entitled to give a written notice to the Supplier to terminate this agreement forthwith if the supplier or any person employed or acting on the Suppliers behalf has committed an offence under the Bribery Act 2010

## 27. Waiver

A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract; nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

## 28. Notice

All notices and communications required to be sent by the Supplier or UWE in this Contract shall be made in writing and sent by first class mail and if sent to the Supplier sent to the

Supplier's registered or head office and if sent to UWE sent to Director of Finance, University of the West of England, Frenchay Campus, Coldharbour Lane, Bristol BS16 1QY and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

## 29. Amendment

No addition alteration or substitution of these conditions will bind UWE or form part of the Contract unless and until accepted in writing by UWE

## 30. Data Protection

The Supplier shall comply with UWE's data protection policy and relevant obligations under the Data Protection Act 2018, the General Data Protection Regulation 2016 or any other relevant legislation and associated codes of practice when processing personal data relating to any employee, worker, customer, student, consultant, Supplier or agent of UWE. Where applicable the Supplier shall sign a written agreement with UWE (Data Processing Agreement) in instances where the Supplier is deemed to be a data processor processing information on behalf of UWE. The Supplier must notify the University without undue delay (and within 48 hours) after becoming aware of a personal data breach.

## 31. Promotion of Contracts

The promotion of any agreement between the Supplier and UWE shall only be made after confirmation in writing is obtained by UWE stating that this is acceptable. Under no circumstances should the Price agreed between the Supplier and UWE be made available to any other third party unless agreed in writing by UWE. This includes the promotion of an agreement on the Supplier's web-site or any other promotional material.

## 32. Safeguarding

- (a) Where the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of any Regulated Activity provided under the Contract for the purposes of the Safeguarding Vulnerable Groups Act, 2006, the Supplier warrants that it shall:
  - i) ensure that all individuals engaged in the Regulated Activity are subject to a valid enhanced disclosure check for the Regulated Activity undertaken through the Disclosure and Barring Service: and
  - ii) monitor the level and validity of the checks under this clause for each member of staff together with any other person appointed by the Supplier to carry out or facilitate the Services;
  - iii) not to employ or use the Services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be

suitable to carry out a Regulated Activity or who may otherwise present a risk to service users.

- (b) The Supplier warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by it in the provision of carrying out or facilitating the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any Regulations made thereunder, as amended from time to time.
- (c) The Supplier shall refer information about any person carrying out or facilitating the Services to the Disclosure and Barring Service where it removes permission for such person to carry out or facilitate the Services (or would have, if such person had not otherwise ceased to carry out or facilitate the Services) because, in its opinion, such person has harmed or poses a risk of harm to service users.
- (d) Where UWE raises a concern to the Supplier about a person carrying out or facilitating the Services where, in UWE's reasonable opinion, such person has harmed or poses a risk of harm to any service users, the Supplier shall immediately investigate such a concern and where appropriate, ensure that such person is suspended from carrying out or facilitating the Services and observe the other provisions of this clause.
- (e) The Supplier shall immediately notify UWE of any information that it reasonable requests to enable it to be satisfied that the obligations of this clause have been met.

### 33. Equality Legislation

- (a) If the Supplier, its agents, staff or Sub-Contractors are required to deliver Goods and/or perform the Services (or any part thereof) on UWE's premises or alongside its employees or students on any other premises, the Supplier shall take all reasonable steps to ensure observance to the UWE's equal opportunities policy by such agents, staff or Sub-Contractors.
- (b) The Supplier shall not discriminate, whether directly or indirectly, or by way of victimisation or harassment, contrary to the Equality Act 2010 on the grounds of age, disability, gender reassignment, race, religion or belief, sex or sexual orientation. The Supplier shall take all reasonable steps to secure the observance of this obligation by its agents, staff or Sub-Contractors engaged by it in relation to the Service.
- (c) The Supplier warrants that its own practices and procedures comply with the Equality Act 2010 and that its employees are fully trained on matters relating to the prevention of unlawful discrimination, are suitably qualified and experienced and shall fulfil their duties in a professional and ethical manner, consistent with UWE's commitment to equal opportunities and high standards of behaviour.
- (d) The Supplier shall provide such information as UWE requires about the Supplier's policies and practices concerning the prevention of unlawful discrimination and the promotion of equal opportunities both in terms of employment and customer service.

- (e) The Supplier shall notify UWE promptly in writing as soon as the Supplier becomes aware of any proceedings brought against the Supplier under the Equality Act 2010 in relation to any Contract.
- (f) If a finding of unlawful discrimination contrary to the Equality Act 2010 is made against the Supplier or against UWE arising from the Supplier's conduct, UWE will require the Supplier to take immediate remedial steps to prevent further recurrences.
- (g) If the Supplier enters into any Sub-Contract as Authorised in connection with the Contract, the Supplier shall impose equivalent obligations on its Sub-Contractors with regard to equal opportunities.

## 34. Confidentiality and Freedom of Information

The Supplier shall take note that any information supplied to UWE maybe covered by the Freedom of Information Act. The Supplier accepts that even if information is requested to be held as confidential, then UWE may be required under the Freedom of Information Act to disclose such information to other parties. In such cases, the Supplier accepts that UWE will not be held liable for any resulting impacts to the Suppliers business incurred as a result of such disclosure.

The Supplier shall keep confidential all information connected with the business of UWE which comes to the Supplier's knowledge under or as a result of the Contract and shall not disclose it to any third party or use if other than for performance of the Services except:

- a) with the prior written agreement of UWE
- b) by requirement or law; or

to satisfy a request under the Freedom of Information Act 2000 where disclosure is deemed to be necessary and not covered by any of the exemptions available under the Act.

## 35. Waste Electrical and Electronic Equipment (WEEE) Directive

For all Goods purchased by UWE from the Supplier within the scope of the WEEE Directive, all costs, including transportation and administration, associated with the end of life recycling, re-use or disposal of such Goods, shall be for the account of the Supplier unless UWE chooses to sell or otherwise dispose of the Goods at the end of the equipment's life at UWE. UWE reserves the right to operate this clause at the beginning of a Contract by the Supplier taking responsibility for a like quantity of existing equipment in UWE's ownership - in such cases the Supplier is released from recycling, re-use or disposal costs incurred at the end-of life of the newly purchased equipment. This clause applies to electrical and electronic equipment purchased before the WEEE Directive comes into force.



## **36. RoHS (Restriction of the use of certain hazardous substances in electrical equipment) Directive**

All Goods supplied to UWE after 1<sup>st</sup> July 2006 must be fully in compliance with the RoHS Directive, regardless of when the original Contract was entered into. The Supplier will indemnify UWE against any costs, fines or any other detrimental impacts as a result of a breach of this clause.

## **37. Criminal Finances Act 2017**

UWE and its subsidiaries, conduct their activities with integrity, transparency and fairness. They are committed to the prevention of the facilitation of tax evasion as they recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of students, staff, partner organisations, other customers and the tax authorities.

UWE and its subsidiaries do not and will not work with others who do not share their commitment to preventing the facilitation of tax evasion.

## **38. TUPE**

Under regulation 5(4a) of TUPE. Suppliers will provide any information that is requested of them concerning areas relating to individuals under the TUPE.

## **39. Modern Slavery**

In accordance with the requirements of the Modern Slavery Act 2015 UWE is committed to ensuring that there is no slavery or human trafficking in its supply chains or in any part of its business. Suppliers providing Goods or Services to UWE warrant that they have thoroughly investigated their labour practices and those of its direct Suppliers, to ensure that there is no slavery or forced labour used anywhere in their organisation or by any direct Suppliers or Sub-Contractor to their organisation.

The Supplier shall ensure that (where relevant) it complies with the provisions of the Modern Slavery Act 2015.

## **40. Law**

This Contract shall be subject to English Law and the jurisdiction of the English Courts.

Appendix C

## **PURCHASING CARD POLICY**

Updated May 2018

## 1. Introduction

The University uses Corporate Purchasing Cards to enable Faculties and Services to undertake low value one-off purchasing activity, usually under £500.

End users of goods and services see improved service benefits from the use of purchasing cards, particularly in terms of quicker delivery of goods.

Unless covered specifically in this document the policies set out in FIN 002 (Financial Regulations) in relation to the purchasing of goods and services apply to all orders placed. Also the policies set out in FIN 015 (Travel, staff Expenses and Hospitality) must be adhered to.

The usage of the UWE Purchasing Card must not contravene the Bribery Act 2010 (Appendix 1). Further detail can be found on the Finance Department's Internet Site "Bribery Act 2010"  
<http://www.uwe.ac.uk/finance/fserv/finRegs/intranet/finRegs/BriberyAct/> )

## 2. The University Purchasing Card

The University Purchasing Card, like any normal credit card, is widely accepted within the UK and overseas. (Any establishment displaying the Visa symbol will accept the card).

Embossed on the card is the following:

The University's Name  
 The Cardholder's Name  
 Expiry Date  
 Card Number  
 Chip

Generally, unless prior approval is given from Procurement, Purchasing Cards will not be used to purchase the following goods and services:

- IT Hardware/Software/Consumables
- Printing and Stationery
- Car Hire/Bus/Coach Hire
- Mobile Phones and GPS
- Furniture over £500
- Travel except with the approved travel agent for flights
- Train tickets
- Personal Subscriptions to Professional Bodies

## 3. Card Categories

The purchasing cards are embedded with 34 merchant categories. These codes are allocated by a suppliers own bank and not the card provider, hence it is possible that two suppliers supplying the same goods may be in different categories. See Appendix 2 for details of the categories.

The following categories are open as standard on all cards:

8.	Training & Educational	24.	Miscellaneous Industrial/
12.	Mail Order/Direct Selling		Commercial Supplies
15.	Professional Services	27.	Travel – Air/Rail/Road
17.	Clubs/Associations/ Organisations	29.	Hotels & Accommodation
22.	Book & Periodicals	30.	Restaurants & Bars
23.	Mail & Courier Services	31.	General Retail & Wholesale
		33.	Miscellaneous

Additional categories may be opened either on a temporary or permanent basis by arrangement with the Procurement Team depending on need.

#### 4. Transaction Limits

- 4.1 The normal transaction level is £500, however in exceptional circumstances this level can be temporarily increased by contacting the Procurement Team, depending on need.
- 4.2 Additionally within each faculty or service will be a 'super user(s)' with a transaction limit of £750.
- 4.3 For exceptional use faculty Finance staff will have a transaction limit of £1,000.

#### 5. On-line Purchases

Purchase card payments can now be made online as long as they do not contravene any of the other finance regulations. Please ensure the web site is secure by looking for the yellow padlock at the bottom of the screen when entering your card details. If you are unsure if a site is genuine or secure, please contact Procurement for advice.

#### 6. Overseas Travel

When travelling abroad the purchase card is the most efficient way of paying for hotels, restaurants etc. however the normal transaction limits may not be adequate. In this case the Purchase Card Overseas Transaction Level Request form (see Appendix 3) must be completed and sent to Purchasing for authorisation preferably 7 days prior to travel. Upon receipt the Procurement Team will authorise and amend transaction levels the day before travel.

#### 7. Suspension or Removal of Purchase Card

The Director of Finance or Head of Procurement will remove the use of a card from a cardholder if considered appropriate for the following reasons:-

- Card misuse
- Failure to adhere to these financial regulations
- Failure to meet deadlines on sending the electronic and/or the approved purchase card log on time on three occasions
- Failure to provide supporting documentation to purchases

Re-instatement of the card will be subject to satisfactory resolutions, which may include recovery of funds from the cardholder.

## 8. Corporate waiver of liability

The University has a Corporate Waiver of Liability. The corporate waiver protects the University against misuse of a card by any member of staff provided that, in the event of proven abuse, disciplinary action is taken against relevant staff. Corporate waiver provides cover up to the following amounts:

- £15,000 per cardholder per year
- £1,000,000 for the University per year.

This policy covers all University staff including contract and temporary staff. The University is able to receive reimbursement for all fraudulent card transactions that take place in the 75 days before discovery of the loss and also for any further transactions that may come to light in the 14 days after the loss was notified to the card provider.

If it is necessary to utilise this service, the Procurement Team should:

- Ensure the cardholder account is cancelled.
- Contact the card provider for the relevant claim form.
- Upon receipt of claim form, complete and return to the insurers address

Full details of the insurance are available on request from the card provider

## 9. Statements received from the Card Provider

9.1 Each month the Head of Procurement receives from the card provider:

- a) A summary Purchasing Card statement which details the total value of the transactions on each card issued within the University. Payment will be made against this statement by direct debit on the 7<sup>th</sup> day of the subsequent month.
- b) A copy of each cardholder's monthly statement.

9.2 The Procurement Team will carry out random checks on individual copy statements to ensure that Cardholders are complying with the University's Purchasing Card Policy and other Financial Regulations.

9.3 The Head of Procurement or designate must sign and date the summary statement to confirm random checks have taken place.

9.4 Each month the cardholder will receive a monthly statement detailing their purchases for that month. See Appendix 4 for an example of a statement).

## 10. The Role of the Procurement Team

The Procurement Team are the principal contacts with the card provider.

The Procurement Team's responsibilities are:

- a) to maintain a register of all cardholders, card numbers and locations, together with relevant transaction and monthly credit limits.
- b) to liaise with the card provider on all matters regarding card administration.

- c) If required, the Procurement Team will distribute management information to senior management. Detailed analysis of individual transactions will be available on each cardholder's individual Visa statement and Purchase Card Transaction Log (see Appendix 5 for instructions on how to download the log from Agresso).
- d) to request cards for new users with the card provider. Following completion of an application form and relevant authorisations from budget holders application forms must be sent to Procurement for authorisation by the Head of Procurement before they are forwarded to the card provider. The issue of the card will typically take 10 working days from receipt of the application form by the card provider. (Note: - To comply with Money Laundering Legislation, the home address of the cardholder is required.)
- e) to issue replacement cards. Purchasing cards are re-issued automatically a few weeks before the expiry date of the current card. The current cards must be cut in half and disposed of as soon as the new one becomes valid. Expired cards should not be returned to the card provider.

Replacement cards will be sent to the Head of Procurement who will issue them to the card user.

- f) Non-arrival of cards.  
If a replacement card does not arrive by the time the current card expires, the Procurement Team should be notified. The Procurement Team will then telephone the card provider.
- g) Cancelling cards.  
If a cardholder leaves the University, or if for any reason the University wishes to withdraw an employee's card, the card must be cut in half then returned to the Procurement Team who will contact the card provider to cancel the card. The Procurement Team will review a list of leavers supplied by Human Resources each month to check for card holders to ensure cards of leavers have been cancelled.

The University remains responsible for all transactions made by the cardholder until the card provider has received notification to cancel the card.

- h) Amending Cardholders details  
Any amendments to cardholder details must be made by the Procurement Team who will contact the card provider's customer service department. Cards are issued to named individuals. Any change in personnel will require a new card being issued. An application form must be completed. Refer to paragraphs 10 d) and 10.g) above for Additional Cards and Cancelling Card
- i) Amending University Details  
The card provider must be advised in writing with the letter signed by the Head of Procurement of any changes, e.g. name, address, bank details or signatory details, and sent for the attention of Customer Services. It may be necessary to complete a new agreement and direct debit instruction.
- j) Amendment in Company Limit.  
Any change in overall University credit limit will require a letter signed by the Head of Procurement and sent for the attention of Customer Services.

## 11. Responsibilities of the Card Holder

- 11.1 A Cardholder must comply with the rules regarding the use of the card contained within this guide and the relevant University Financial Regulations and Delegations of Authority. Failure to do so may lead to immediate cancellation of the card. Each cardholder will be notified of the credit limits applicable to the card under their responsibility. Adherence to these procedures will be subject to review by the University's auditors.
- 11.2 Each card has both a maximum transaction limit and a monthly credit limit. Both limits are inclusive of VAT and carriage charges.
- 11.3 New users will be required to undertake training regarding the requirements of having and using a University Purchase card. Cards will not be issued until this has taken place (Refer to Appendix 6 Checklist for New Credit Cardholder.) A copy of the Checklist signed by the cardholder and the member of staff carrying out the training should be forwarded to Procurement.
- 11.4 All card holders will also be issued with a PIN (Personal Identification Number) for additional security.
- 11.5 All transactions must take place within the framework of the University's Financial Regulations, and within the budgets.
- 11.6 Cardholders MUST keep an electronic log of all transactions and submit the log along with relevant receipts each month to Financial Accounts.

## 12. Card Security

- 12.1 On receipt of their purchasing card, cardholders will be asked to sign the card itself immediately and also to sign a New Card Received form and return the form to Procurement.
- 12.2 It is the responsibility of each cardholder to ensure that both the card and the PIN number are kept in a safe place in the work place at all times. Cardholders must not divulge their PIN number or let any other University staff member remove their card from the premises.
- 12.3 The card must only be used to purchase goods or services on behalf of the University and must only be used by the named cardholder.
- 12.4 No goods or services included in the list of exempt categories listed in section 1.1 must be acquired using the card.
- 12.5 If the cardholder is to be absent from work and his/her deputy is not a cardholder another cardholder should be nominated to purchase items, or existing purchase order procedures must be followed during the absence.
- 12.6 Any misuse of cards will be treated as gross misconduct and will be subject to normal disciplinary procedures.

13. Lost/stolen cards.

If a card is lost or stolen, the cardholder must notify the card provider immediately by telephoning the following number :

08448222125 (UK)  
+44(0) 1642 876 670 (Overseas)

The Procurement Team must also be informed.

14. Fraudulent use of card – third party (lost or stolen)

If a card is used fraudulently by someone who is not an authorised user, i.e. the card is lost or stolen; the University will be refunded provided the cardholder has reported the loss as soon as possible (see 3.2.2.). At this point the account will be blocked.

The Procurement team must also be notified of the fraud.

Any transactions debited to the account after the block will be considered fraudulent. The card provider will credit the account with any transactions deemed to be fraudulent.

15. Damaged Cards

If a card is damaged please contact the Procurement team who will request a new card from the card provider. A new card will be issued within 3-7 working days from the time of the request.

16. Using the Purchasing Card

16.1 The cardholder should check to see if the total value of the proposed purchase is within their transaction limit. If the value is significantly higher than this limit, then existing purchase ordering procedures must be followed. (Temporary changes to the transaction limit may be agreed with the Procurement team.)

16.2 The cardholder should check whether the item (s) can be sourced from a contracted, approved or existing supplier who is able to accept Visa.

Information on contracted suppliers is available from the Procurement Team and can be found at <http://www.gem.ac.uk/>

16.3 The card can be used for:

Telephone/oral ordering

- Point of Sale (face to face) i.e. trade counters
- Booking forms
- Subscriptions etc. (but not personal subscriptions)
- Faxed/e-mailed transactions
- On-line transactions

16.4 When placing an order using the card, the cardholder must :

- a) Ensure that the purchase is within transaction limit (including VAT and carriage charges) and that the monthly credit limit has not been reached.
- b) Ensure that the end-user has obtained appropriate signed approval for the purchase. This approval must be retained by the cardholder.
- c) Ask the supplier to send the receipted VAT invoice/goods advice note to them.
- d) Inform the supplier to mark the invoice/goods advice note "Paid by Visa".



- e) Update the Purchasing Card Transaction Log with the purchase details. See Appendix 5 for instructions
- 16.5 It is the cardholder's responsibility to ensure that all relevant documentation is received from all suppliers. The receipts and invoices allow the Line-Manager to see the details of each transaction before their approval of the transaction log and provide the audit trail.
- 16.6 On receipt of the invoice the cardholder must check that all the details are correct (i.e. items, quantity, price). If any discrepancy is found, the cardholder must contact the supplier immediately to request a refund and VAT credit note. Enter details of the refund on the Transaction Log as a negative.
- 16.7 If the supplier refuses to issue a credit note, the cardholder should contact the Procurement Team who will progress the matter with Company Barclaycard to obtain a credit note.

17. Dealing with Problems with the Supply of Goods

- 17.1 If there is a problem with the quality of goods/services supplied, the cardholder must contact the supplier immediately to request a refund.
- 17.2 If the supplier agrees to issue a refund, the cardholder should update the Transaction Log with the credit and ensure receipt of a VAT credit note. The cardholder should ensure that the credit appears on their next statement.
- 17.3 If agreement cannot be reached with the supplier, then the cardholder must contact the Procurement Team giving full details of the dispute so that a refund can be pursued via Company Barclaycard within 90 days of the original transaction.

18. Copy Sales Vouchers

It is the cardholder's responsibility to contact the supplier in the first instance for copy sales vouchers.

If a copy receipt/invoice is required for University records the card provider can be contacted although there may be a £5 charge for this service.

The card provider will endeavour to provide documentation within 4-6 weeks. If the supplier fails to supply the voucher, then the card provider will credit the University.

19. Disputed/Queried Transactions

Initially the cardholder should contact the merchant/supplier. Where a credit is due the merchant should be asked to raise a refund voucher. This will then be processed as a credit to the cardholders account, and will appear on a subsequent statement.

In the event of protracted negotiations or an unsatisfactory resolution, the card provider will intervene.

The Procurement Team will contact the card provider with full details of the query together with any copy invoices.

20. Monthly Purchasing Card Statements

- 20.1 A statement will be sent directly to each cardholder by the card provider at the end of each month
- 20.2 It is the responsibility of the cardholder to ensure that the costs are wholly on behalf of the University and are in line with the current purchasing card policy and procedure that the details on each monthly statement are correct and that any discrepancies are rectified with the supplier with the minimum of delay.
- 20.3 Should the Line Manager, responsible for approving the expenditure, consider that an item of expenditure on the purchase card is not for the University's business purposes then he/she should:-
- inform the Procurement team
  - request the recipient of the goods or services to repay the relevant amount to the University.
  - note this on the Purchase Card Log
  - ensure that the repayment occurs and inform Financial Accounts so that this can be evidenced on the Purchase Card Log.
- 20.4 Should a receipt for an item of expenditure not be obtained, then, depending on the circumstances and the nature of the expenditure and following discussions between the Head of Procurement, the Line Manager and the cardholder, the recipient of the goods or services may be asked to repay the monies.

21. Card Provider on-line services

All cardholders should register for the providers on-line services on receipt of their card. This will allow statements to be viewed on-line. To register, click here - [Barclaycard Online Access](#).

In the event of a failed transaction, this facility then allows the cardholder to look at the online statement and identify the reason for the failure e.g. the card category of the transaction is given (See Appendix 2) ; the card limit,/transaction limit may exceeded. The information obtained will then be useful when contacting Procurement who will then contact the card provider regarding the payment failure.

Copy Statements

These can be downloaded by the cardholder but if difficulties are encountered then contact the Procurement Team for advice-

22. Completing the Purchasing Card Transaction Log

A transaction log must be completed and sent to Financial Accounts along with relevant receipts on a monthly basis. The transaction log must be downloaded from Agresso each month.

- 22.1 Cardholders must enter details of each individual transaction onto their individual electronic transaction log. This must include the VAT content of the transaction.
- 22.2 Details of any credits should be entered onto the log as a negative.
- 22.3 If on entry of the cost centre or Account code details, these are not accepted it either means an invalid code is being used or, if it is a current valid code then the up to date Purchase Card Log is not being used. (The Purchase Card Log document links

directly to the valid codes at the time it was downloaded rather than at the time it is being used,) Hence the current version of the log should be downloaded and utilised as it ensures that only current valid codes can be entered.

- 22.4 As soon as the electronic transaction log has been reconciled to the statement and details completed it should be sent to Financial Accounts by clicking the 'Print/E-mail' box on the transaction log (by the 8<sup>th</sup> of the month following the transactions at the latest). Note the Description relating to the individual items of expenditure should give details of the purchase and also the business reasons why the expenditure occurred.
- 22.5 By the third week of the month following the expenditure the cardholder must submit the completed paper copy of the Purchase Card log along with relevant receipts and invoices (signed by the member of staff completing the log and by the cardholder) to the cardholder's line-manager for approval.
- 22.6 The fully authorised original transaction log, along with the original monthly statement and relevant documentation (receipted VAT invoice/goods advice note securely attached) should be forwarded as follows to be reviewed for completeness:

Faculty Staff – forward completed documentation to the Faculty Finance Officer  
Services Staff – forward complete documentation to Financial Accounts.

This documentation must be forwarded by the end of the month following the expenditure. This then provides an audit trail for HMRC purposes.

- 22.7 Cardholders must ensure that there is a division of duties and ensure their transaction log is approved by their line manager.
23. The Purchasing Card Administrator (Financial Accounts)
- 23.1 Each month the Purchasing Card Administrator receives from the cardholder the Purchasing Card Transaction Log with details of cost centres to be debited, purchase card statement and receipts and invoices relating to the transactions.
- 23.2 The Purchasing Card Administrator will check the total on the log against the card statement and will check each individual transaction and report back to the cardholder any anomalies that appear on the statement or log.
- 23.3 The Purchase Card Administrator will copy the expenditure data from the electronic log, received from the cardholder, onto the excel input journal file in order to update the financial ledger (Agresso) with the total purchases.
- 23.4 If any receipts are missing when the approved purchase log is received by the Purchase Card Administrator, the Administrator will request the cardholder to obtain the receipt/invoice from the supplier.
24. Freedom of Information Act  
All transactions, including information on the cardholder is subject to Freedom of Information Act disclosure.

## Appendices

- Appendix 1 - Bribery Act 2010
- Appendix 2 - Card Categories
- Appendix 3 - Purchase Card Overseas Transaction Level Request form
- Appendix 4 - Sample Statement
- Appendix 5 - Purchasing Card Transaction Log
- Appendix 6 - Checklist for New Credit Cardholder

## Appendix 1- Requirements of the Bribery Act 2010

### **Bribery Act 2010**

The Act is in to force from July 1<sup>st</sup> 2011.

It contains offences of making or receiving a bribe and establishes a new corporate offence.

The Ministry of Justice has issued both “Guidance to the Bribery Act” and a “Quick Start Guide”

See below a summary of the key offences under the Bribery Act.

### **Section 1 – offering or providing a bribe**

The general bribery offences under section 1 of the Act are drawn very widely:

- It is an offence for a person to offer or provide a financial or other advantage to another person, where the advantage is intended to induce a person to “perform improperly” a “relevant function or activity”, or reward them for that improper performance.
- An offence will also be committed where it is known that the acceptance of the advantage would itself constitute improper performance.
- The offering or provision of the advantage can be made directly or via a third party (e.g. an agent).
- There is no exception for “facilitation” or “grease” payments.
- “Functions” and “activities” include any public function, and any business or employment activity, whether within or outside the UK.
- “Improper performance” means performance of a function or activity in breach of a “relevant expectation” i.e. that the function or activity be performed in good faith, impartially, or by a person in a position of trust.
- The “expectation” is deemed to be that of a reasonable person in the UK. If the function or activity is performed outside the UK, the local customs and practices of bribery in the foreign country are to be disregarded, unless they are permitted by the written law of that country.

## **Section 2 - Receiving bribes (Section 2 of the Act)**

It is an offence under the Act to be bribed as well as to bribe:

- The Act makes it an offence to request or accept a financial or other advantage, with the intention that, as a consequence, a relevant function or activity (as defined above) should be performed improperly.
- Again, an offence will be committed where the request or acceptance itself constitutes the improper performance, and also where a person requests or accepts the advantage as a reward for improper performance. Note that, in these instances there is no requirement that the recipient knows or believes that the performance of a function or activity is improper.
- Again, the request or acceptance of the advantage can be made directly or via a third party.

## **Section 3 – Bribery of foreign public officials (Section 6 of the Act)**

The Act sets out specific offences relating to bribery of public officials:

- It is an offence to offer or provide a financial or other advantage to a foreign public official with the intention of obtaining or retaining business or an advantage in the conduct of business.
- Again, the offering or provision of the advantage can be made directly or via a third party (e.g. an agent).
- The local customs and practices of bribery of officials in the foreign country are to be disregarded, unless they are permitted by the written law applicable to the official.

## **Section 4 – Failure of a commercial organisation to prevent bribery (Section 7 of the Act)**

The Act creates an entirely new “corporate” offence which can be committed by any commercial organisation (partnerships and companies) in the private as well as the public, sector. The definition includes English universities:

- A commercial organisation will commit an offence where a person “associated” with it commits one of the above bribery offences with the intention of obtaining or retaining business for the organisation, or obtaining or retaining an advantage in the

conduct of business for the organisation.

- The offence can be committed by a UK body corporate or partnership carrying on business in the UK or abroad, and also a foreign body corporate or partnership carrying on business in the UK.
- An associated person is anyone who performs services for or on behalf of the organisation. This can extend beyond employees and subsidiaries to sub-contractors, distributors, suppliers, business partners, and other agents. The key test is whether the person is performing services for or on behalf of the organisation.
- The offence is one of “strict” or automatic liability i.e. it can be committed by the commercial organisation without intention or knowledge.
- However, it will be a defence for the organisation to prove that it had in place “adequate procedures” designed to prevent associated persons from committing bribery offences. Adequate procedures will need to be proportionate to the size of the organisation and the risks faced by it.
- The Ministry of Justice has produced guidance on what procedures will constitute “adequate procedures” for the purposes of Section 7 of the Act.

## **Section 5 – International application**

- The offences set out above have international application. Therefore, a person may commit the offences in Section 1, 2 and 6 of the Bribery Act either in the UK, or abroad, so long as the person has a “close connection” with the UK e.g. is a British citizen or UK company.
- A commercial organisation, as defined, may commit the offence under Section 7 in the UK or abroad in any event. There is no additional requirement that it has a close connection with the UK.

## **Section 6 – Penalties**

- Maximum prison sentence of 10 years.
- Unlimited fine.

Thus it is important that payments made via the UWE Purchase Card cannot be regarded as a bribe, this can include hospitality or gifts (refer to Section 20 FIN 002 Finance Regulations and Para 2.4.1 of FIN 015 Staff Travelling, Expenses & Hospitality.)

## Appendix 2- Purchase Card Categories

1. Building Services
2. Building Materials
3. Estate & Garden Services
4. Utilities & Non Automotive Fuel
5. Telecommunication Services
6. Catering & Catering Supplies
7. Cleaning Services & Supplies
8. Training & Educational
9. Medical Supplies & Services
10. Staff – Temporary Recruitment
11. Business Clothing & Footwear
12. Mail Order/Direct Selling
13. Personal Services
14. Freight & Storage
15. Professional Services
16. Financial Services
17. Clubs/Associations/  
Organisations
18. Statutory Bodies
19. Office Stationery, Equipment &  
Supplies
20. Computer Equipment & Services
21. Print & Advertising
22. Book & Periodicals
23. Mail & Courier Services
24. Miscellaneous Industrial/  
Commercial Supplies
25. Vehicles, Servicing & Spares
26. Automotive Fuel
27. Travel – Air/Road
28. Auto Rental
29. Hotels & Accommodation
30. Restaurants & Bars
31. General Retail & Wholesale
32. Leisure Activities
33. Miscellaneous
34. Cash (ATM/Branch), Money Orders,  
Foreign Currency, Travellers' Cheques.



## Appendix 3- Purchase Card Overseas Transaction Level Request form

Appendix 3

Purchase Card Overseas Transaction Level Request Form



Name of Card Holder: \_\_\_\_\_

Dates of Travel: \_\_\_\_\_

Country: \_\_\_\_\_

Hotel	Star Rating	From	To	Nights	N° of people	Currency	Per night		Total (≈ GBP)	Transaction Limit Req (GBP)
							Local	≈ GBP		
Hotel Savoy, Madeira	3*	01-Jan-06	03-Jan-06	2	6	euros	65.00	£ 56.00	£ 672.00	£ 800.00
<b>Transaction Limit Requested:</b>		£0		<b>Card Limit Requested:</b>		£0				

Purchasing Use ONLY

Directorate

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Existing Transaction Limit            £

Transaction Limit Req                £




Card Limit Requested                £

Barclaycard Informed?            Yes / No

Date: \_\_\_\_\_

S:\FIN\Finance\PURCHASE\Fin Reg\Fin 092013\Regs Appendices\Appendix C - Purchase Card Policy\Appendices\Appendix 3 - Overseas Transaction Level Request Form

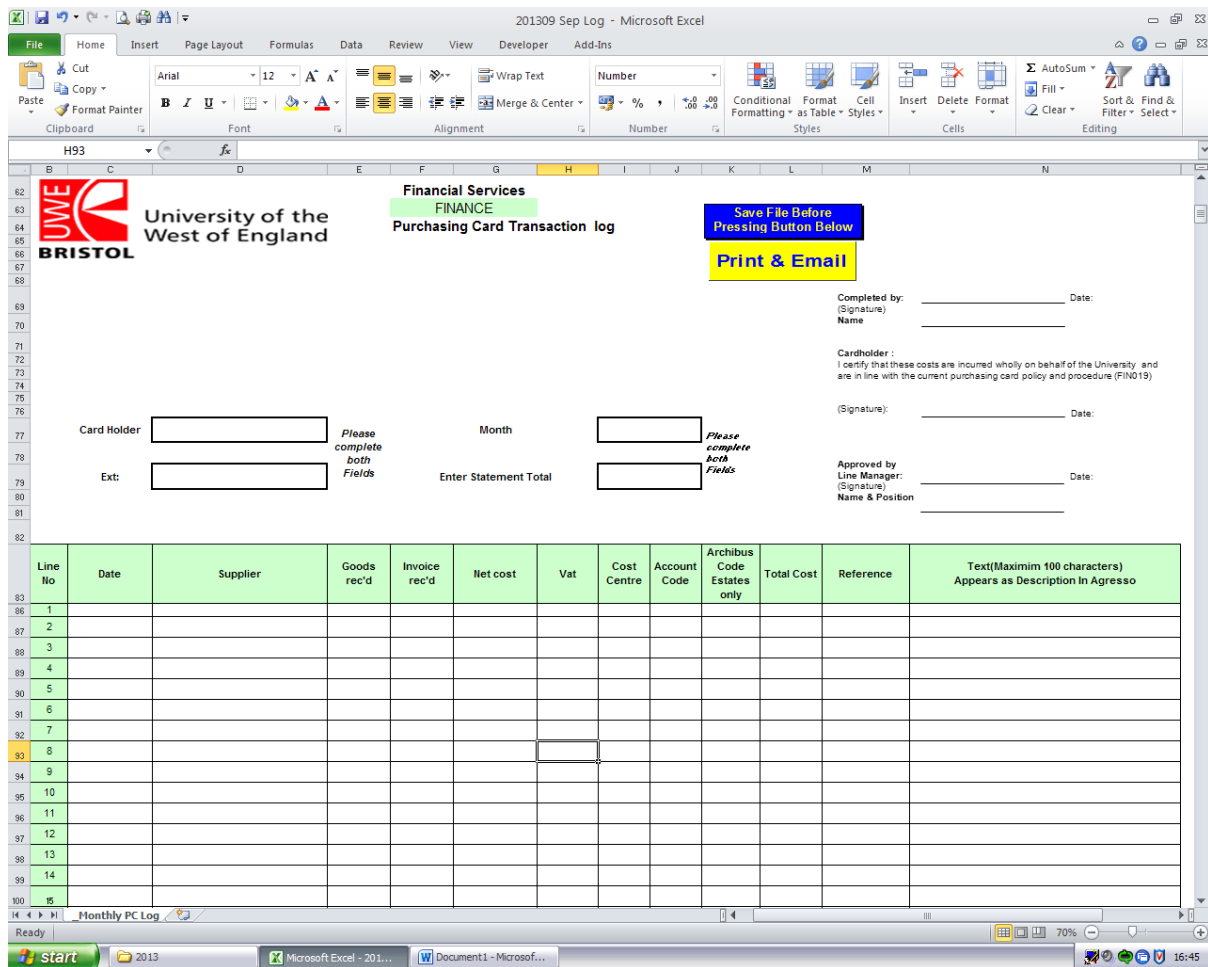
## Appendix 4- Sample Statement

barclaycard commercial			
		<b>STATEMENT FOR H BAKER</b>	
BARCLAYCARD COMMERCIAL PO BOX 3000 TEESDALE BUSINESS PARK STOCKTON ON TEES TS17 6YG		Company reference: 471532 06327 46087 Card number: <span style="background-color: black; color: black;">XXXXXXXXXX</span> Statement date: 31 August 2013 Page number: 1 of 1 Monthly spend limit: £15,000.00	
	Tel: 0844 822 2140 Outside UK: 44 1604 269452 Fax: 01642 663636 Online: <a href="http://www.barclaycard.co.uk/commercial">www.barclaycard.co.uk/commercial</a>	Your reference:	PURCHASING OFF
		<hr/>	
Date	Description	VAT	Amount
06 Aug 2013 080824121573	COPYRIGHT CLEARANC GEN DANVERS MA UNITED STATES INFORMATION RETRIEVAL SERVICES 144.00 U.S. DOLLAR Ref exch rate 1.4933; Includes 2.95% Forex fee of £2.77	(N)	96.43
07 Aug 2013 080874998763	PAYPAL *BENTLEYCHEM 35314369001 PROFESSIONAL SERVICES NOT ELSEWHERE CLASSIFIED	(N)	343.40
22 Aug 2013 230874998763	PAYPAL *ROWANCABLEP 35314369001 PROFESSIONAL SERVICES NOT ELSEWHERE CLASSIFIED	(N)	177.48
22 Aug 2013 230874998863	PAYPAL *GMSBALLCOMP 35314369001 PROFESSIONAL SERVICES NOT ELSEWHERE CLASSIFIED	(N)	123.91
22 Aug 2013 230874998763	PAYPAL *CHESHIREMOD 35314369001 PROFESSIONAL SERVICES NOT ELSEWHERE CLASSIFIED	(N)	124.35
23 Aug 2013 260874998763	PAYPAL *BEADWORKSUK 35314369001 PROFESSIONAL SERVICES NOT ELSEWHERE CLASSIFIED	(N)	45.30
23 Aug 2013 260874998763	PAYPAL *TWFOAMCONVE 35314369001 PROFESSIONAL SERVICES NOT ELSEWHERE CLASSIFIED	(N)	95.60
28 Aug 2013 290874678583	WWW.DATATRACKS.CO.UK INTERNET ACCOUNTING, AUDITING AND BOOKKEEPING SERVICES; Purchase Date 28-08-13	(N) 0.00	136.80
<b>8 new purchases / cash advances. Total of spending.</b>			<b>£1,143.27</b>
E = Evidence for VAT reclaim; N = Not evidence. (For further information, please refer to the VAT reports sent to your card administrator.)			
<p>Did you know that you can use your contactless card to pay on the M6toll? Check your card for the contactless logo and pay quickly, easily and securely or go to <a href="http://www.m6toll.co.uk/ways-to-pay/contactless-payment">www.m6toll.co.uk/ways-to-pay/contactless-payment</a> for more information.</p> <p style="text-align: center;">Barclays Bank PLC. Registered in England No. 1026167. Registered Office: 1 Churchill Place, London, E14 5HP, United Kingdom</p>			
000904 P1AK772A 1437010011 MISS H BAKER B435 PURCHASING UWE BRISTOL COLDHARBOUR LANE BRISTOL BS16 1QY			

000904 P1AK772A Page 1 of 1

RFI Donnelley 0312

## Appendix 5 – Purchase Card Transaction Log



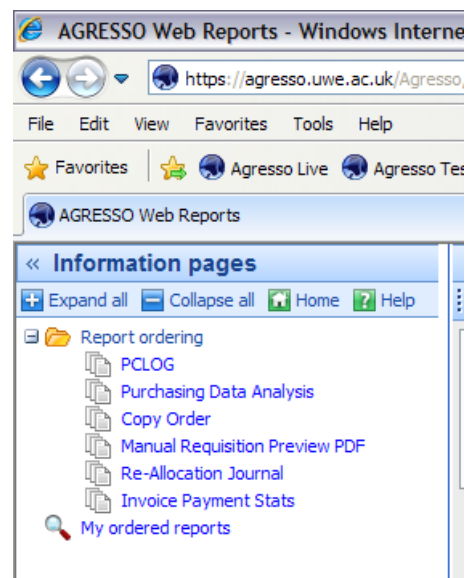
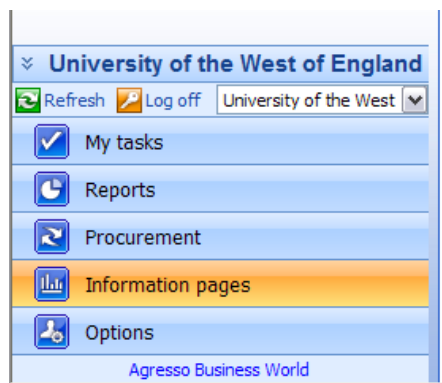
### Introduction

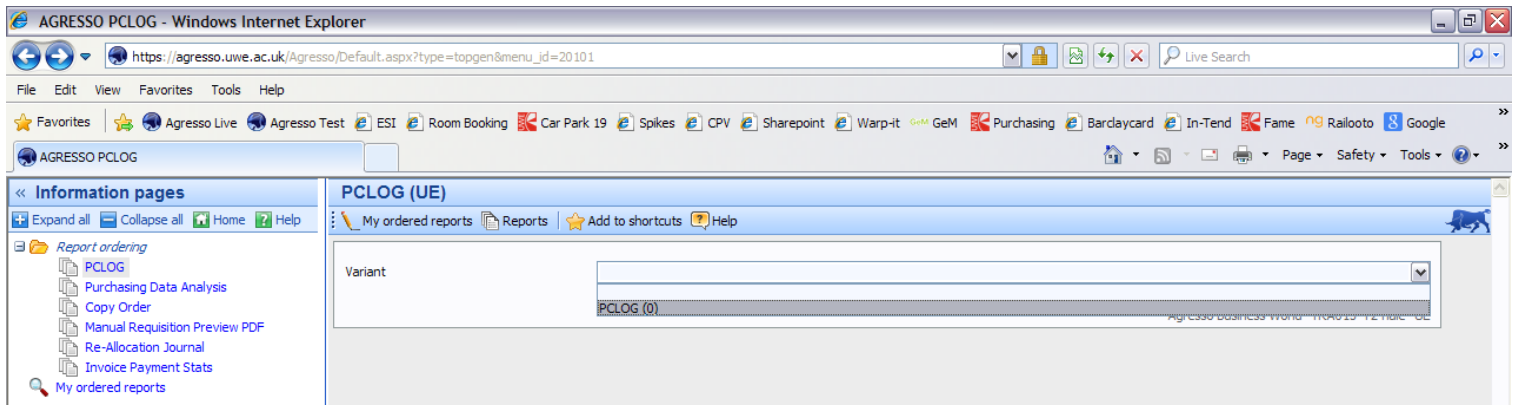
This Log is designed to be initially created from within Agresso so that Account Codes and Cost Centres can be validated when entered by the user. The codes should be entered manually to ensure that they are validated.

### Creating the PC LOG Template

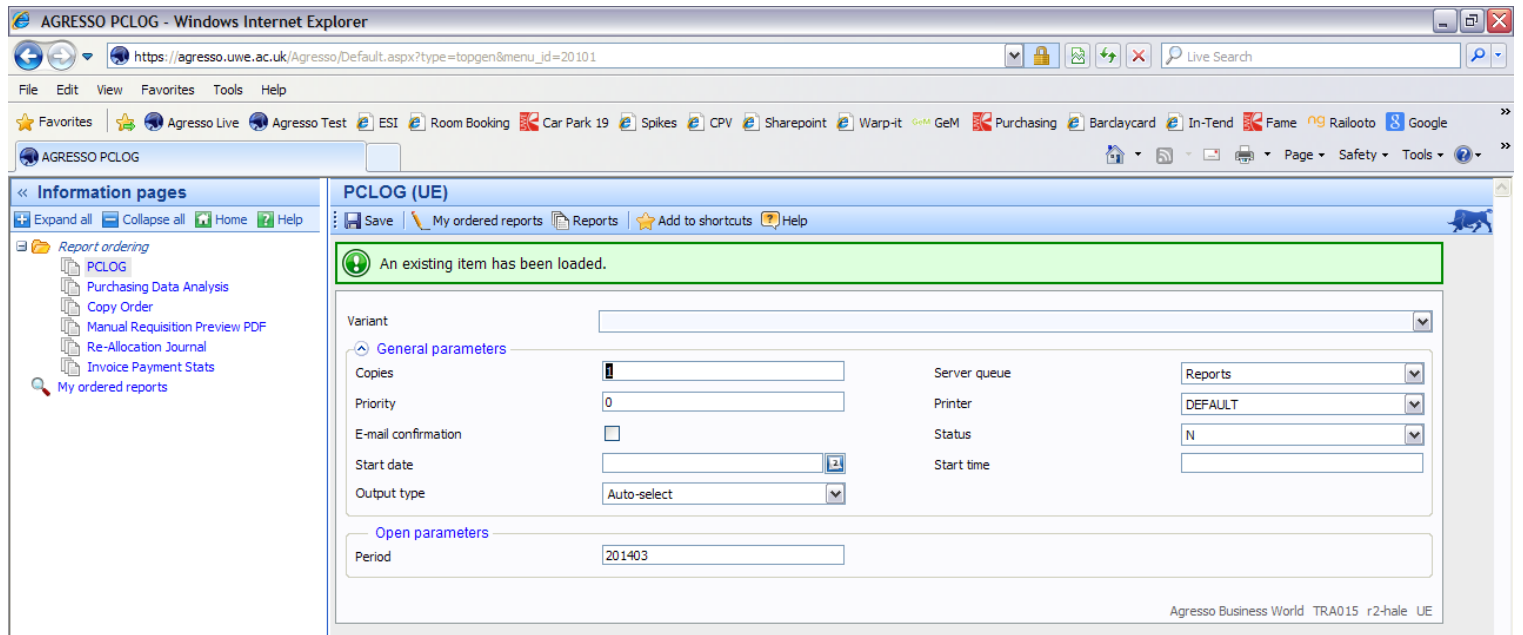
This is created via the Information pages in P2P Agresso and must be downloaded each month.

Information pages  
>Report ordering  
>>PCLog



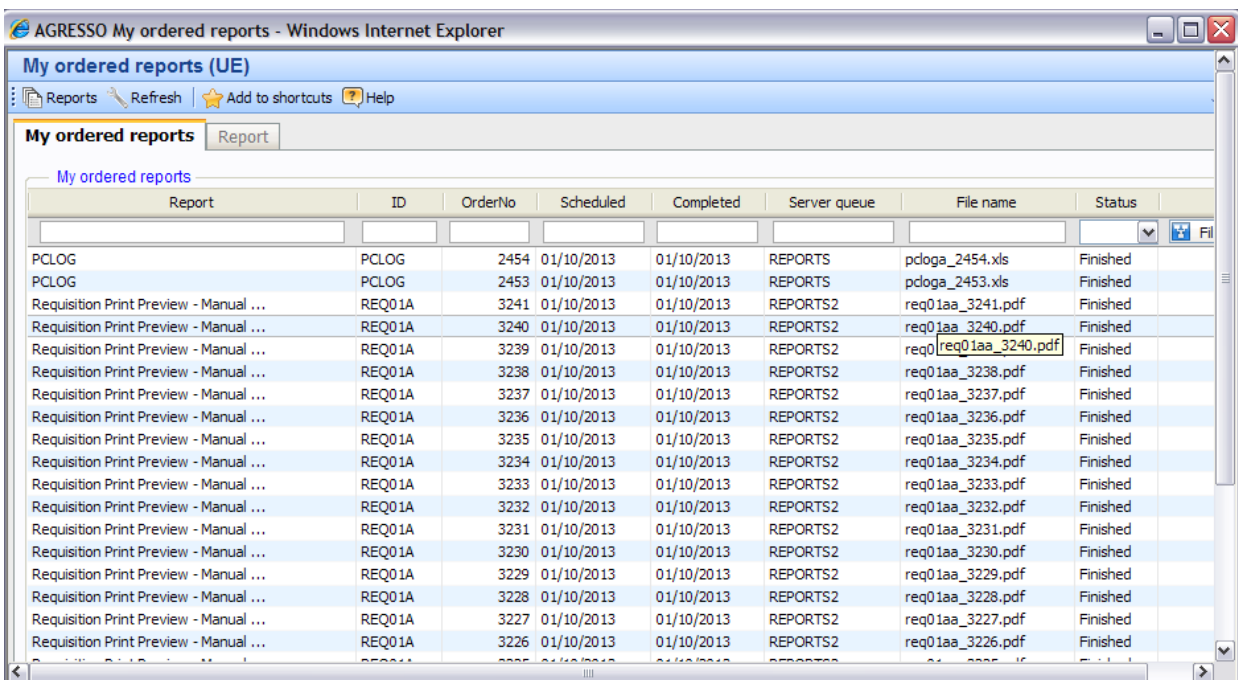


Select PCLOG(0) from the drop down Variant menu



The Period will adjust itself to the default date. Click save.

Click onto 'My Ordered Reports'. A window will pop up and once the status says finished, click on 'PCLOG'.



The log is ready to complete.

### Completion of PC LOG

On receipt of monthly statement, each purchase transaction must be logged on the transaction log. It is important that each transaction is marked in Sterling, the relevant dates are reported and a concise description is noted.

When completing this template, it is important to fill all fields, if any are not used a red warning will appear giving you instructions, i.e. Fill in the Blanks

76											
77	Card Holder	<input type="text"/>	Please complete both Fields	Month	<input type="text"/>	Please complete both Fields					
78											
79	Ext:	<input type="text"/>		Enter Statement Total	<input type="text"/>						
80		<b>Fill in the blanks</b>									
81											
82											
								BLANKS	BLANKS		
	Line No	Date	Supplier	Goods rec'd	Invoice rec'd	Net cost	Vat	Cost Centre	Account Code	Archibus Code Estates only	Total Cost
83											
86	1	01/02/2007	Name of supplier								

The log is set up so that transactions equal the Statement Total. If it does not, again a warning will appear in red. This will appear the moment you enter the total, and will remain there until the whole statement has been recorded and balances.

75											
76											
77	Card Holder	<input type="text" value="Valerie Hages"/>		Month	<input type="text" value="April"/>						
78											
79	Ext:	<input type="text" value="83764"/>		Enter Statement Total	<input type="text" value="1,000.00"/>						
80											
81											
82											
	Line No	Date	Supplier	Goods rec'd	Invoice rec'd	Net cost	Vat	Cost Centre	Account Code	Archibus Code Estates only	Total Cost
83											
86	1	01/02/2007	Name of supplier					300A	1101		

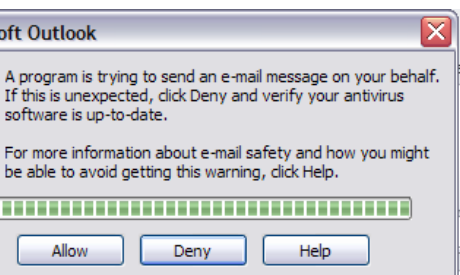
When the log has been successfully completed no warnings will appear. At this stage it is very important that a copy be **saved** on your PC.

Once the Email and Print button is pressed all unused lines will be deleted a print is requested, and an email is automatically sent.

**Save File Before Pressing Button Below**

**Print & Email**

(This should be completed by the 8<sup>th</sup> of the month following the month of expenditure.)



prompt appears.

The log should be signed and dated by the member of staff who completed it, the cardholder and the cardholder's line manager.

When the log has been approved by the line-manager, all receipts should be attached to the printed log and sent to Financial Accounts, Wallscourt House by the third week of the month following the month of expenditure.

Copies of the Log and receipts should be kept by the cardholder's department for one year following the end of the current financial year.

## Appendix 6- Checklist for new Credit Card Holders



University of the  
West of England

### Checklist for New Credit Card Holder

The trainer should use the following list to familiarise the trainee with the use of a University credit card.

1. **Outline the Purchasing Card Policy**   
(found in Appendix C of Purchasing Regulations FIN03)  
*Include: Bribery Act and deadlines for sending logs to Finance*
2. **Emphasise important points such as:** 
  - \* Safe keeping of the credit card
  - \* Not to be used by anyone else
  - \* To be kept on site
  - \* Appropriate use
  - \* Authorisation system applicable to the Faculty/Service
3. **Downloading a PC log and updating it -**   
*(100 Characters to include description & reason)*
4. **Online statements:** 
  - \* Register to receive
  - \* Downloading a statement
  - \* Balancing a statement
  - \* Recent activity - declines
5. **Outline information on transaction limits, credit card limit and categories.**
6. **General usage:** 
  - \* Ordering from secure websites
  - \* How to order
  - \* What not to order
7. **Records and record retention**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Cardholder

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Trainer & Job Title

This form should be completed and returned to: **Purchasing Team**  
University of the West of England  
Frenchay Campus  
Coldharbour Lane  
Bristol  
BS16 1QY



# **PROCUREMENT AND THE AGRASSO FINANCIAL SYSTEM**

## 1. Introduction

The following section gives detailed information about Agresso (the University's finance system) and how it fits in with the procurement function.

Agresso is maintained and controlled within finance by Finance Business Systems. However, some areas of maintenance have been delegated to Procurement including:

- Set up, authorisation and amendment of new and existing supplier details
- Amendment (after Purchase order has been printed) of orders and cancellation of orders
- Maintenance of supplier master file including such areas as supplier bank details
- Set up and maintenance of product codes

## 2. Supplier Master File

Requests for new suppliers should be sent to Procurement using a 'New Supplier Request form' (available on [www.uwe.ac.uk/finance/purchasing](http://www.uwe.ac.uk/finance/purchasing)). All new suppliers and any changes to existing suppliers including the changing of supplier names, change of bank details will be carried out by Procurement. For Audit purposes evidence that the supplier exists is required.

## 3. Product Codes

Product codes are a mixture of account codes and commodity codes for example 1234 is the account code and ABC is the commodity code part. Product Codes are set up by Procurement and all requests for new Product Codes should be sent to them on the Product Code Request form. Product codes will only be set up where evidence can be provided that there is not an existing code to cover a particular product. The Product Code Request form can be found in Appendix 1.

Product codes exist for the analysis of the products purchased, not for budgetary analysis.

## 4. Purchase to Pay

Purchase to Pay (P2P) has been implemented throughout the University. The system allows the requisitioning, receiving and invoicing of goods and services to be completed online via Agresso, removing the need for authorising paper requisitions and invoices. The system allows users to enter a purchase order requisition which uses workflow rules to pass the approval task to the budget holder. The budget holder must then approve or reject the purchase order requisition to move it to the next step of the approval process. Once the purchase order requisition is fully approved a University official order is generated.

## 5. Raising a Requisition

The normal method by which goods and services are acquired for University use is the placement of an official order, following the raising of an order requisition via Agresso.

When goods or services have been identified for purchase, the requisitioner will go into Agresso Web and raise a requisition. Once the requisition has been processed it will trigger a workflow where Budget Holder's approval is required. The stages of approval depends on the value of the requisition and the order type used i.e. Single Source (SS), Single Action Waiver (SAW) or Tender (TEND).

Requisitions raised for IT purchases will require approval of IT Services before being approved by Procurement.

Goods or services over £30,000 must be approved by Management Accounts.

## 5.1 Factors to consider before raising a Requisition

Check that the quoted price includes all relevant charges including warranty, installation/training/delivery/postage and packing. Remember that the University's standard terms and conditions of Purchase state that all carriage costs should be included in the price of the item. Assess the possibility that the price offered could be influenced by quality, order quantity, or delivery time. Find out if these are negotiable to obtain better terms or prices or if there are any discounts available for prompt payment. Normal payments terms are 30 days from the date of the invoice. Procurement can always offer advice and guidance. Pre-payment should always be avoided. Advance payments in excess of £1,000 must be referred to the Director of Finance for authorisation. For advance payments below £1,000 please contact the Head of Procurement.

### Points to remember:

- a) Make sure that an accurate specification of the requirements has been given e.g. size – colour etc.
- b) Give clear instructions on delivery point – If a room number put the room, in the text of the order.
- c) Ensure the name of the person instigating the order is clear in the event of any enquiry arising.
- d) Payments with order purchases should be avoided wherever possible, especially for high value items. Payment on delivery and installation may be possible but should be avoided. In both cases authorisation needs to be obtained from Procurement.
- e) If payment with order is unavoidable and the goods/services are of low value please make the payment on the University Purchasing Card. Make sure that all costs including postage and packing and VAT have been included.
- f) Make sure that the proposed purchase is not subject to the EU Supplies and Services Directives and that it satisfies any Health Safety and Welfare requirements.
- g) When purchases of consumables and equipment are in process assess whether the acquisition will produce a waste product, how it will be disposed of and the costs involved with this.
- h) Are there any implications for the purchase of the Health and Safety at Work Act, the Control of Substances Hazardous to Health (COSHH) Regulations, the Environmental Protection Act and other safety and environmental protection legislation?
- i) Does the equipment meet the relevant British or European standards?
- j) What are the running and maintenance costs and provision for after sales service? Is there a need for a maintenance contract? Do the costs include all parts and labour charges? Is there a satisfaction warranty/guarantee?
- k) Check that the arrangement with the supplier does not restrict your choice of branded consumables and that the equipment is compatible with other equipment in your possession.
- l) Where power or water supplies are required for equipment being purchased are they available in the area where the equipment is to be installed? Have Facilities been consulted?
- m) Will staff training be required and if so what are the implications of this?

- n) Is the disposal of existing equipment to be organised?
- o) If these or any other factors in relation to a proposed purchase are causing a problem, contact Procurement who are available to advise and assist with such matters.

## **6. Issuing of Order Numbers**

Once the approval process is complete Procurement will email approved orders to the supplier.

## **7. New Suppliers**

Where an order is to be raised and the supplier has not been used before and so is not on Agresso, a New Supplier Form must be completed (Appendix 2) and forwarded with address evidence to Procurement. Once Procurement has set up the supplier the Supplier ID number will be e-mailed to the member of staff requesting the set up in order for the number to be used on the requisition.

## **8. Amendment and cancellation of orders**

Orders must not be amended. An order can only be amended or cancelled by Procurement. All cancellation/amendment requests should be sent in writing to Procurement along with the reason why the order is to be cancelled/amended, with authorisation where appropriate.

## **9. Request for Payment (RP)**

There are some instances where the use of a Request for Payment form (available from the Cash Office) is appropriate, e.g for Partnership payments, rather than raising a requisition.

Use of Request for Payment forms is closely monitored and any which do not comply with these guidelines will be returned to the originator for a Purchase Requisition to be raised. Purchase Requisitions still need to comply with the financial regulations if over £5,000.

The requirements for obtaining quotations and tenders for supplies cannot be overridden by the use of an RP.

## **10. Receipt of Goods/Services**

When goods are received the accuracy of the consignment should be checked on delivery against the order/contract. Any discrepancies should be immediately notified to the supplier. Any delivery notes should be retained in the Faculty/Service for audit inspection. To ensure segregation of duties the person authorising the invoice must not be the same person who authorised the requisition.

When goods/services have been received they must be recorded in Agresso onto the 'Goods Receipt' screen as part of the P2P process. This is the mechanism for recording the receipt of items that we have ordered from suppliers. Unless the receipt of goods/services has been confirmed in Agresso the supplier's invoice cannot be paid. This should be done in a timely manner.

## **11. The Payment Process**

Suppliers are normally paid by BACS (direct bank transfer). Payments to suppliers overseas are made by foreign currency draft or by bank transfer. The University's payment terms are 30 days from receipt of a correct invoice. In exceptional circumstances payment may be

made earlier than this but only after prior agreement by the Head of Procurement. Faculties/Services must not negotiate payment terms with suppliers.

Supplier invoices are processed on a weekly basis. The weekly payment run is normally each Wednesday and includes invoices authorised on P2P up to the close of business the previous day - payment to be made into suppliers' bank accounts by the following Tuesday.

Invoices will only be paid or included in the payment run if the receipt of goods/services from the supplier has been confirmed by the appropriate user, in most cases it will be the requisitioner.

Suppliers should send invoices directly to the Invoice Payments team. Preference is for electronic invoices to be e-mailed to [accounts.payable@uwe.ac.uk](mailto:accounts.payable@uwe.ac.uk) however hard copies can be sent to:

Invoice Payments  
Finance Services  
University of the West of England  
Frenchay Campus  
Coldharbour Lane  
Frenchay  
Bristol BS16 1QY

The supplier must ensure that the University's order number is quoted on the invoice in order for payment to be made.

Payment is made by BACS or cheque, if no bank details are available. Payment by Cheque - cheques are mailed normally on Friday following the payment run, by second class post.

For queries on invoices, RP's, or payment of these, please contact the Invoice Payments team.

## **12. Order Variations and Overspends**

The Finance system allows a tolerance for variations of up to +/- £100 of the original order value

## **13. Late Payment of Commercial Debt Regulations 2013**

The Late Payment of Commercial Debts Regulations 2013 states that for Public bodies supplier payments should be made within 30 days of receiving an invoice.

The supplier now has a right to claim both interest and compensation if payment is not made within 30 days.

Further information regarding The Late Payment of Commercial Debts Regulations 2013 can be found at <http://payontime.co.uk/news-and-information/changes-to-the-late-payment-legislation>

Information regarding payment statistics for each Faculty and Service can be found using the following link:

<http://www.uwe.ac.uk/finance/purchasing/intranet/procedures/PayDays/2012%20Running%20Summary.pdf>

**Appendices**

Appendix 1 - Product Code Request Form

Appendix 2 - New Supplier Form



Appendix 1

FINANCIAL SERVICES



PRODUCT CODE REQUEST FORM

FROM:

FACULTY:

EXT No:

SIGNED:

PLEASE CREATE/AMEND AN AGRESSO DESCRIPTION AS FOLLOWS:

CREATE:	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
AMEND:	Code: <input type="text"/>
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
REASON:	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

APPROVED PURCHASING

ACCEPT / REJECT

Comments:

APPROVED MANAGEMENT ACCOUNTS

ACCEPT / REJECT

Comments:

APPROVED FINANCIAL ACCOUNTS

ACCEPT / REJECT

Comments:

Proposed Code:

Appendix 2 - New Supplier Form



Finance Department  
 Frenchay Campus, Coldharbour Lane  
 Bristol BS16 1QY, UK  
 Tel +44 (0)117 965 6261  
 Fax +44 (0)117 32 82897  
 Website www.uwe.ac.uk

Supplier Code:

*(for UWE Purchasing Office use ONLY)*

PART 1		COMPANY INFORMATION TO BE SUPPLIED	
Company Name	(IN FULL)		
Payee Name	(IF DIFFERENT)		
Goods/Services to be provided	(MANDATORY)		
Order Address			
Postcode			
Telephone Number			
Ordering E-mail Address			
Website			
Give names of any connected company (Parent, Associated, Subsidiary etc.)			
Bank Name/Address			
Bank Account or IBAN Number			
Bank Sort Code	(if applicable)		
Bank SWIFT	(if applicable)		
Payment required in which currency?			
Do you accept credit card payments?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
VAT Registration Number			
Please state VAT rate if not standard			
Company Registration Number			
PLEASE SUPPLY THE ABOVE INFORMATION WITH A COPY OF YOUR LETTERHEAD (COMPANY) OR UTILITY BILL (INDIVIDUAL) AS EVIDENCE OF YOUR ADDRESS TO THE ISSUING FACULTY/DEPARTMENT CONTACT. ** PLEASE NOTIFY THE UNIVERSITY IN WRITING OF ANY CHANGES TO THE ABOVE DETAILS **			

PART 2		TO BE COMPLETED BY UWE STAFF MEMBER	
FAILURE TO SUPPLY ALL INFO <b>AND</b> TAMPERPROOF ADDRESS EVIDENCE WILL RESULT IN THIS FORM BEING RETURNED Please return to Purchasing with all information completed and the form is signed by an authorised signatory. If in doubt, please contact Purchasing on x82218			
FROM - NAME:	<input type="text"/>	FAC / SERV:	<input type="text"/>
DESIGNATION:	<input type="text"/>	TEL NO / EXT:	<input type="text"/>
Authorised Signature:		Date:	

For Purchasing office use only			
Company Name	<input type="text"/>	UNSPSC Code	<input type="text"/>
Post Code	<input type="text"/>	Commodity Code	<input type="text"/>
Documentary Evidence	<input type="text"/>	Comm Group Risk	<input type="text"/>
Contract Type (APPR/CONT/PREF)	<input type="text"/>	Influencable/Non Inf?	<input type="text"/>
Agreed	<input type="text"/>	P/card	<input type="text"/>
			Authorised By:  <input type="text"/>  (sign & date)









University of the West of England

Single Action Waiver

Faculty/Service \_\_\_\_\_ Tel ext \_\_\_\_\_

Requisition Number \_\_\_\_\_ Date \_\_\_\_\_

Goods or Services \_\_\_\_\_

Supplier \_\_\_\_\_

Value of order £ \_\_\_\_\_ (excluding VAT)

Order Type one off  call off  lease  other

Justification for single action (see notes)

\_\_\_\_\_  
\_\_\_\_\_

Confirmation of how value for money (VFM) has been achieved

\_\_\_\_\_  
\_\_\_\_\_

Name of Originator \_\_\_\_\_ Date \_\_\_\_\_

Dean/Head of Service \_\_\_\_\_ Date \_\_\_\_\_

Purchasing Comments Approved/ Non approved	Date

Directorate Authorisation \_\_\_\_\_ Date \_\_\_\_\_

This form must be completed for **ALL** orders totalling £10,000 or over excluding VAT **where competitive** quotations or tenders have **not** been obtained. After completion this form should be attached to the requisition and forwarded to Purchasing who will then obtain Directorate authorisation. This form must not be used if quotations/ price comparisons have been obtained.

## GUIDELINES FOR COMPLETING SINGLE ACTION WAIVER

### Orders £10,000 or over

For orders totalling £10,000 or over, 3 competitive quotes **MUST** be obtained where goods or services are available from more than one supplier.

Where quotes have been obtained please provide copies and a completed summary of quotations form.

Where this is **NOT** possible, a SAW form is required normally for one or more of the following reasons:

- Goods/Service are available **ONLY** from this supplier
- Technical reasons
- Specialisation of goods/services

For goods and services, which have been **tendered** or on **contract** a SAW form **does not** need to be completed for orders £10,000 or over. Please mark TENDER or CONTRACT on requisition. If unsure please contact Purchasing who can advise.

Please note: A SAW is not required where competitive quotations have been sought, even if only one supplier has responded. (An explanation should be given on the requisition form)



University of the West of England

Appendix H

Breach of Financial Regulations

Faculty/Service \_\_\_\_\_ Tel ext \_\_\_\_\_

Requisition No. \_\_\_\_\_ Purchase Order No. \_\_\_\_\_ Date \_\_\_\_\_

Goods or Services received \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supplier \_\_\_\_\_

Value of order £ \_\_\_\_\_ (excluding VAT)

Reason for Breach of Financial Regulations – Please explain why goods/invoices have been received/work has been done before an official University Order has been approved (continue on a separate sheet if necessary)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Originator \_\_\_\_\_ Date \_\_\_\_\_

Dean/Head of Service \_\_\_\_\_ Date \_\_\_\_\_

Purchasing/Finance Commentary	Date

Vice-Chancellor approval/comments \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Purchasing input onto Agresso Yes / No

Note: This form should be completed by faculties or services in the rare situation where a confirmation order is raised where work has been done and is required in order to pay an invoice exceeding £5,000. It must be authorised by the Dean or Head of Service and sent to Purchasing to be logged before being forwarded to the Vice Chancellor for final approval.

Each form has to be reported to the Finance Executive and to the Lay Treasurer (Finance Committee) on a quarterly basis.

Disposal of Equipment – Approval Form

To: Head of Procurement

From: ..... (Faculty/Service) Cost Code.....

Note: Parts, A, B and C should be completed by the faculty/service and the form should then be sent to Purchasing, Finance. Once approval has been given a copy of the form will be sent to the Faculty who will arrange the disposal in conjunction with the Faculty/Service and a copy will be sent back to the Faculty/Service. If the equipment is IT related a copy will also be sent to IT services.

**PART A**

Inventory Reference No:..... Original Cost: £.....

Description.....

Serial No: ..... Date of Purchase.....

*If more than one then please attach list*

**PART B**

Method of disposal: *Please tick relevant box*

Internal Transfer (destination).....

Scrap (disposal via Facilities) Value if known.....

Please note:

**this form MUST be authorised by the Head of Procurement and a copy sent to Facilities BEFORE disposal via the Porters (other than by internal transfer) takes place**

Sale (estimated sales value) £..... + VAT Invoice No:.....

Please note:

an "invoice requisition form" (available from the Fees Office) should be attached to this form if the item is to be sold and a separate "sale/donation of equipment" form has to be completed to satisfy our legal obligations. Forms available from [www.uwe.ac.uk/finance/purchasing/](http://www.uwe.ac.uk/finance/purchasing/)

Stolen (date) .....

Please note:

**that all theft must be reported to Facilities on the form "Notification of Missing Property". Please confirm this has been done: YES/NO**

**PART C**

Disposal costs authorised by.....

Head of Faculty/Service Date

Head of Procurement Date

**PART D (FOR FINANCE USE ONLY)**

Inventory records amended by:..... Date.....

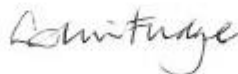
## Sustainable Purchasing Policy

The University recognises its responsibility to carry out its purchasing activities in an environmentally responsible and sustainable manner. The University will therefore strive to:

1. Comply with all relevant environmental legislation.
2. Investigate the impact of the University's spending in order to identify environmental impacts.
3. Encourage and persuade suppliers to operate environmentally friendly processes and supply environmentally friendly products.
4. Work with its suppliers to educate them concerning the University's sustainability objectives.
5. Work with key suppliers to bring about changes and thereby spread sustainability improvements throughout the supply chain.
6. Ensure that suppliers' environmental credentials are, as far as legally practicable, considered in the supplier appraisal process.
7. Ensure that, where appropriate, environmental criteria are used in the award of contracts.
8. Encourage internal purchasers to review their consumption of goods and materials, in order to reduce usage and adopt more environmentally friendly products, including the use of sustainable products as appropriate.
9. Specify, wherever possible and reasonably practicable, the use of environmentally friendly materials and products.
10. Ensure that an opportunity is given for the inclusion, within all specifications, of a facility for suppliers to submit offers for environmentally friendly alternatives.
11. Ensure that appropriate consideration is given to the costs and benefits of environmentally friendly alternatives.
12. Identify partners for environmental benchmarking, and adopt best practice wherever possible.
13. Explore opportunities for recycling of materials as appropriate.
14. Address barriers to entry so that SMEs and local suppliers are encouraged to bid for appropriate work..
15. Encourage larger contract suppliers to UWE to include SMEs and local suppliers in their supply chain.



**Acting Vice-Chancellor**



**Chairman, Sustainability  
Board**



**Head of Procurement**

## Requirements of the Bribery Act 2010

### Bribery Act 2010

The Act is in to force from July 1<sup>st</sup> 2011.

It contains offences of making or receiving a bribe and establishes a new corporate offence.

The Ministry of Justice has issued both “Guidance to the Bribery Act” and a “Quick Start Guide”

See below a summary of the key offences under the Bribery Act.

### Section 1 – offering or providing a bribe

The general bribery offences under section 1 of the Act are drawn very widely:

- It is an offence for a person to offer or provide a financial or other advantage to another person, where the advantage is intended to induce a person to “perform improperly” a “relevant function or activity”, or reward them for that improper performance.
- An offence will also be committed where it is known that the acceptance of the advantage would itself constitute improper performance.
- The offering or provision of the advantage can be made directly or via a third party (e.g. an agent).
- There is no exception for “facilitation” or “grease” payments.
- “Functions” and “activities” include any public function, and any business or employment activity, whether within or outside the UK.
- “Improper performance” means performance of a function or activity in breach of a “relevant expectation” i.e. that the function or activity be performed in good faith, impartially, or by a person in a position of trust.
- The “expectation” is deemed to be that of a reasonable person in the UK. If the function or activity is performed outside the UK, the local customs and practices of bribery in the foreign country are to be disregarded, unless they are permitted by the written law of that country.



## **Section 2 - Receiving bribes (Section 2 of the Act)**

It is an offence under the Act to be bribed as well as to bribe:

- The Act makes it an offence to request or accept a financial or other advantage, with the intention that, as a consequence, a relevant function or activity (as defined above) should be performed improperly.
- Again, an offence will be committed where the request or acceptance itself constitutes the improper performance, and also where a person requests or accepts the advantage as a reward for improper performance. Note that, in these instances there is no requirement that the recipient knows or believes that the performance of a function or activity is improper.
- Again, the request or acceptance of the advantage can be made directly or via a third party.

## **Section 3 – Bribery of foreign public officials (Section 6 of the Act)**

The Act sets out specific offences relating to bribery of public officials:

- It is an offence to offer or provide a financial or other advantage to a foreign public official with the intention of obtaining or retaining business or an advantage in the conduct of business.
- Again, the offering or provision of the advantage can be made directly or via a third party (e.g. an agent).
- The local customs and practices of bribery of officials in the foreign country are to be disregarded, unless they are permitted by the written law applicable to the official.

## **Section 4 – Failure of a commercial organisation to prevent bribery (Section 7 of the Act)**

The Act creates an entirely new “corporate” offence which can be committed by any commercial organisation (partnerships and companies) in the private as well as the public, sector. The definition includes English universities:

- A commercial organisation will commit an offence where a person “associated” with it commits one of the above bribery offences with the intention of obtaining or retaining business for the organisation, or obtaining or retaining an advantage in the conduct of business for the organisation.

- The offence can be committed by a UK body corporate or partnership carrying on business in the UK or abroad, and also a foreign body corporate or partnership carrying on business in the UK.
- An associated person is anyone who performs services for or on behalf of the organisation. This can extend beyond employees and subsidiaries to sub-contractors, distributors, suppliers, business partners, and other agents. The key test is whether the person is performing services for or on behalf of the organisation.
- The offence is one of “strict” or automatic liability i.e. it can be committed by the commercial organisation without intention or knowledge.
- However, it will be a defence for the organisation to prove that it had in place “adequate procedures” designed to prevent associated persons from committing bribery offences. Adequate procedures will need to be proportionate to the size of the organisation and the risks faced by it.
- The Ministry of Justice has produced guidance on what procedures will constitute “adequate procedures” for the purposes of Section 7 of the Act.

### **Section 5 – International application**

- The offences set out above have international application. Therefore, a person may commit the offences in Section 1, 2 and 6 of the Bribery Act either in the UK, or abroad, so long as the person has a “close connection” with the UK e.g. is a British citizen or UK company.
- A commercial organisation, as defined, may commit the offence under Section 7 in the UK or abroad in any event. There is no additional requirement that it has a close connection with the UK.

### **Section 6 – Penalties**

- Maximum prison sentence of 10 years.
- Unlimited fine.