

# **Anglia Ruskin University Higher Education Corporation**

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## **Financial Regulations**

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**Board of Governors Approved**

**25 November 2010**

**Last updated 25 November 2010 as per schedule of amendments**

## Background

1. Anglia Ruskin University is a legally independent corporate institution, established as a Higher Education Corporation under the terms of the Education Reform Act 1988 and the Further and Higher Education Act 1992. Its objects, powers and framework of governance are set out in its Articles of Government (the Articles). Amendments to the Articles require the endorsement of the Board and the approval of the Privy Council.
2. The Articles require Anglia Ruskin to have a Board of Governors and an Academic Board (or in our case, a Senate), each with clearly defined functions and responsibilities, to oversee and manage its activities.

- ◆ **The Board of Governors** is the executive governing body, responsible for the finance, property and staffing of our University. It is specifically required to determine our educational character and mission and to set our general strategic direction.

The Board has a majority of independent members, chosen in line with strict criteria contained in the legislation. It is customary for the Chair of the Board to be elected from the independent members. There is also provision for the appointment of co-opted members, some of whom may be members of staff of Anglia Ruskin, and for representatives of the academic staff and of the student body. No members of the Board may receive any reimbursement for the work which they do for the Board except for travelling and other legitimate expenses. Board members may also receive reimbursement for professional services undertaken other than as a member of the Board.

- ◆ Subject to the overall responsibility of the Board, **the Senate** has oversight of the academic affairs of, and draws its membership entirely from, staff and students of Anglia Ruskin. It is concerned with our general issues relating to teaching and research work.
3. The chief executive officer of Anglia Ruskin is the Vice Chancellor who has a general responsibility to the Board for the organisation, direction and management. Under the terms of the Financial Memorandum between us and the Higher Education Funding Council (HEFCE), the Vice Chancellor is the Accountable Officer of Anglia Ruskin and in that capacity is personally responsible to the Board for ensuring compliance with the terms of the Financial Memorandum and for providing HEFCE with clear assurances to that effect.
  4. Although the Board meets at least four times each academic year, much of its detailed work is initially handled by the Finance & General Purposes Committee, the Remuneration Committee and the Audit and Compliance Committee. The decisions of these Committees are formally reported to the Board. Certain decisions under the Articles, are reserved matters for the Board and cannot be delegated. These are shown in Appendix (i).

5. We are an Exempt Charity within the meaning of Schedule 2 of the Charities Act 1993 and as such is a Charity within the meaning of Section 506 (1) of the Taxes Act 1988. Accordingly, we are potentially exempt from taxation in respect of income or capital gains received within categories covered by Section 505 of the Taxes Act 1988 or Section 256 of the Taxation of Chargeable Gains Act 1992 to the extent that such income or gains are applied exclusively to its charitable purposes.

We receive no similar exemption in respect of Value Added Tax. We are a partially exempt organisation for VAT purposes and consequently input tax on its purchases is largely irrecoverable.

Our subsidiary companies are not subject to these exemptions and are liable for Corporation Tax.

6. The Financial Memorandum between HEFCE and Anglia Ruskin sets out the terms and conditions on which grant is made. The Board is responsible for ensuring that conditions of grant are met. As part of this process we must adhere to HEFCEs audit code of practice which requires us to have sound systems of financial and management control. Our Financial Regulations form part of this overall framework of accountability.

### Matters reserved for the approval of the Board

#### Statutory Requirements

- ◆ Determination of the education character and mission.
- ◆ Approval of the annual estimates of income and expenditure.
- ◆ Ensuring the solvency of Anglia Ruskin and the safeguarding of its assets.
- ◆ Appointment or dismissal of the Vice Chancellor.
- ◆ Appointment or dismissal of the Clerk.
- ◆ Appointment or dismissal of Senior Post Holders.
- ◆ Varying or revoking of the Articles.
- ◆ Determination of rules and bye-laws concerning matters with regard to the Government and conduct of Anglia Ruskin.

#### Board Membership and Committees

- ◆ Determination of Board membership categories and numbers.
- ◆ Appointment and removal of Board members.
- ◆ Determination of terms of reference of Chair, Deputy Chair and Vice Chair (where applicable).
- ◆ Establishment, terms of reference and membership of Board Committees.

#### Financial Regulations

- ◆ Approval or amendment of the Financial Regulations.
- ◆ Approval of purchase contracts, the estimated value of which are in excess of £500,000.
- ◆ Approval of capital projects in excess of £500,000.
- ◆ Approval of investments in excess of £250,000.

## **Matters reserved for the approval of the Board (Cont'd)**

- ◆ Approval of our risk management strategy.
- ◆ Approval of contracts requiring Anglia Ruskin's Seal.
- ◆ Approval of the sale of land or buildings owned by us.
- ◆ Approval of the charges on land or buildings owned by us.

### **Chancellor**

- ◆ Appointment of the Chancellor.

### **Miscellaneous**

- ◆ Approval of proposals for the establishment of Senate Committees.
- ◆ Approval of proposed prosecutions, defence or settlement of litigation involving expenditure or potential expenditure in excess of £500,000 or being otherwise material to our interests.
- ◆ Purchase of Directors and Officers liability insurance.
- ◆ Approval of use of Anglia Ruskin's Coat of Arms.

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## 1. Interpretation

1.1 In the Regulations, unless the context otherwise requires :

**'Anglia Ruskin', 'our', 'us' and 'we'** means Anglia Ruskin University Higher Education Corporation;

**'Vice Chancellor'** means the Vice Chancellor of Anglia Ruskin University;

**'Board'** means the Board of Governors of Anglia Ruskin University;

**'Finance & General Purposes Committee'** means Finance & General Purposes Committee of the Board of Governors of Anglia Ruskin University;

**'Remuneration Committee'** means Remuneration Committee of the Board of Governors of Anglia Ruskin University;

**'Audit and Compliance Committee'** means Audit and Compliance Committee of the Board of Governors of Anglia Ruskin University;

**'Clerk'** means the Clerk to the Board of Governors;

**'Vice Chancellor's Group (VCG)'** means the Vice Chancellor, Deputy Vice Chancellors (Deputy Vice Chancellor (Research, Scholarship and Development), Deputy Vice Chancellor (Advanced Systems), Deputy Vice Chancellor (Academic)), Director of Finance, and University Secretary and Clerk and any person the Vice Chancellor appoints to the Vice Chancellor's Group;

**'Corporate Management Team (CMT)'** means the members of the Vice Chancellor's Group, Pro Vice Chancellor & Deans and such Heads of Support Services as the Vice Chancellor may determine from time to time;

**'Faculty'** means the five academic units; Faculty of Arts, Law and Social Sciences (ALSS), Ashcroft International Business School (AIBS), Faculty of Education, Faculty of Health and Social Care (FHSC) and Faculty of Science and Technology (S&T);

**'Support Service'** means the Office of the Secretary & Clerk, Financial Services, Human Resources Services, University Library, ISMS, Estates & Facilities Services, Academic Office, Corporate Marketing, Learning Development Services, Student Services, International and Development Office and RDCS and such administrative or other support functional areas as the Vice Chancellor may determine from time to time;

**'Dean'** means Pro Vice Chancellor and Dean of Faculty.

**'Head'** means Head / Director / Vice President of a Support Service or Head / Director / Vice President of another administrative functional area as designated by the Vice Chancellor;

**'HEFCE'** means the Higher Education Funding Council for England;

**'DfES'** means the Department for Education and Skills;

**'Budget Manager'** means those employees who have responsibility for managing budgets by virtue of being a Dean, Head or as authorised by the Vice Chancellor.

**'Tenders Procedures Group (TPG)'** means any two members of the VCG (or their nominated deputies in their absence) or in the case of Anglia Ruskin University Subsidiary Company any two Directors of Subsidiary Company.

**'Regulations'** means these Financial Regulations

- 1.2 References to monetary values exclude Value Added Tax (VAT), where applicable.

## **2. Status of Financial Regulations**

- 2.1 This document sets out the Financial Regulations. It translates into practical guidance the broad policies relating to financial control.
- 2.2 The purpose of these Regulations is to set out the regulatory mechanism by which we manage our business, clarify responsibilities and provide the framework within which decisions are made.
- 2.3 These Regulations are subordinate to Anglia Ruskin's Articles and to any restrictions contained within the Financial Memorandum with HEFCE and HEFCE's Audit Code of Practice.
- 2.4 Compliance with these Regulations is compulsory for all staff. They take precedence over any supplementary instructions devised and issued by Faculties / Support Services that may be in conflict.
- 2.5 Any member of staff who fails to comply with these Regulations may be subject to disciplinary action under our disciplinary policy.
- 2.6 The Finance & General Purposes Committee is responsible for maintaining a continuous review of these Regulations and advising the Board of any additions or changes necessary. The Audit & Compliance Committee is responsible for monitoring their compliance. Custody of these Regulations shall reside with the Director of Finance.

### **Approval of Financial Regulations**

- 2.7 Under Anglia Ruskin's Articles, approval of these Regulations is a reserved matter for the Board. The Finance & General Purposes Committee will recommend their approval to the Board. The Audit and Compliance Committee receives regular reports from the internal and external auditors concerning compliance with our Regulations.

### **3. Financial Control**

#### **The Board of Governors and its Committees**

- 3.1 The Board has ultimate responsibility for Anglia Ruskin's finances but delegates elements, which under the Articles are not reserved matters for the Board, to its Committees. Copies of the terms of reference of Board Committees may be obtained from the Clerk.
- 3.2 The Board may from time to time set up a special purpose committee of the Board to act on its behalf including entering into, executing and sealing contracts and other documentation.

#### **Audit Requirements**

- 3.3 The audit requirements of Anglia Ruskin are set out in HEFCE's Audit Code of Practice. Mandatory requirements of the Audit Code of Practice are set out at Appendix B.
- 3.4 External auditors and internal auditors shall have authority to:
- ◆ access Anglia Ruskin premises at reasonable times;
  - ◆ access all assets, records, documents and correspondence relating to any financial and other transactions of Anglia Ruskin;
  - ◆ require and receive such explanations as are necessary concerning any matter under examination;
  - ◆ require any employee of Anglia Ruskin to account for cash, stores or any other property of Anglia Ruskin under his / her control;
  - ◆ access records belonging to third parties, such as contractors when required.
- 3.5 Whenever any matter arises which involves, or is thought to involve, irregularities or fraud concerning cash, stores or other property of Anglia Ruskin or any other suspected irregularity in the exercise of our activities, the Dean / Head concerned shall normally notify the Clerk who will convene the Fraud Response Group and they will take such steps as they consider necessary by way of investigation and involvement of internal audit (see also section 35 on public interest disclosures and Appendix B - penultimate bullet point reference iii). The Fraud Prevention Policy, Guidance & Fraud Response Plan can be accessed on the HRS website
- 3.6 The Director of Finance is responsible for drawing up a timetable for final accounts purposes and will advise staff and the external auditors accordingly.

- 3.7 Following review and recommendation by the Finance & General Purposes Committee and Audit and Compliance Committee, the accounts shall be submitted to the Board for approval.

### **External Audit**

- 3.8 The appointment of external auditors shall take place annually and is the responsibility of the Board. The Board will be advised by Audit and Compliance Committee.
- 3.9 The primary role of external audit is to report on our financial statements and to carry out such examination of the statements and underlying records and control systems as are necessary to reach their opinion on the statements and to report on the appropriate use of funds. Their duties will be in accordance with advice set out in HEFCE's Audit Code of Practice and the Auditing Practices Board's auditing standards.

### **Internal Audit**

- 3.10 The internal auditor is appointed by the Board on the recommendation of Audit and Compliance Committee.
- 3.11 Our Financial Memorandum with HEFCE requires that it has an effective internal audit function. The main responsibility of internal audit is to provide the Board, the Vice Chancellor and senior management with assurances on the adequacy of the internal control system.
- 3.12 The internal audit service remains independent in its planning and operation and has direct access to the Board, Vice Chancellor and Chair of Audit and Compliance Committee.
- 3.13 The formal responsibilities of internal audit are detailed at Appendix C. The internal auditor shall also comply with the Auditing Practices Board's Auditing Guideline 'Guidance for Internal Auditors'.

### **Other Auditors**

- 3.14 Under the terms of the Financial Memorandum with HEFCE we shall provide HEFCE's Audit Service (HEFCEAS) with access to all books, records, information and assets. HEFCEAS can require any officer to give any explanation which it considers necessary to fulfil its responsibilities. Our books and records shall also be open to inspection by the Comptroller and Auditor General. The DfES internal auditors may accompany HEFCEAS on their visits to us but shall only be concerned with the way in which HEFCEAS carries out tasks.

## **Responsibilities**

### **The Vice Chancellor**

- 3.15 The Vice Chancellor is our Accountable Officer and is responsible for the financial administration of our affairs. As the Accountable Officer the Vice Chancellor may have to account for the use of Public funds to the Public Accounts Committee.

### **The Director of Finance**

- 3.16 Day to day financial administration is controlled by our Director of Finance. The Director of Finance is responsible to the Vice Chancellor for:
- ◆ preparing annual capital and revenue budgets and financial plans;
  - ◆ preparing accounts and financial information to enable budget managers to monitor income and expenditure against budgets and all financial operations;
  - ◆ preparing our annual accounts and other financial statements and accounts which we are required to submit to other authorities;
  - ◆ ensuring that we maintain satisfactory financial systems;
  - ◆ providing professional advice on all matters relating to financial policies and procedures including these Regulations.

### **Deans of Faculties / Heads of Support Service**

- 3.17 Deans / Heads are ultimately responsible to the Vice Chancellor through their respective line management for financial management in their own areas. They are advised by the Director of Finance in executing their financial duties.
- 3.18 Deans / Heads are responsible for establishing and maintaining clear lines of responsibility within their Faculty / Support Service for all financial matters.
- 3.19 Where resources are devolved to signatories within Faculties / Support Services then those signatories shall be accountable to their Dean or Head for their own budget.

## 4. Financial Management and Budgets

- 4.1 The budget is approved annually by the Board on the recommendation of the Finance & General Purposes Committee.
- 4.2 Budget Managers are responsible for the economic, effective and efficient use of resources allocated to them.
- 4.3 We shall have a sound system of internal financial management and control.

### Revenue Budgets

- 4.4 Under the terms of the Financial Memorandum with HEFCE we shall plan and conduct our financial and academic affairs so as to remain sustainable and financially viable and assess take and manage risks in a balanced way that does not overly constrain freedom of action in the future. To achieve this overriding objective we will take actions to:
  - (i) Stay solvent
  - (ii) not incur deficits, unless these are covered by discretionary reserves. Any deficits not covered by these reserves will be recovered within 3 years, or within a period agreed by HEFCE. For this purpose, any pension scheme deficits included on our balance sheet following implementation of FRS17 shall be excluded from the calculation of reserves. However, we will still work towards improving any pension scheme deficits..
- 4.5 The detailed form of revenue budgets shall be determined by the Vice Chancellor, in consultation with the Director of Finance, under the general direction of the Finance & General Purposes Committee.
- 4.6 Budgets of income and expenditure on revenue shall be prepared in discussion with Budget Managers by the Director of Finance, in consultation with the Vice Chancellor. The Director of Finance will collate and report the budgets to Finance & General Purposes Committee through the Vice Chancellor.
- 4.7 Expenditure shall only be approved in accordance with Section 7 where it is contained within the overall budget approved by the Board unless covered by income or approved by the Finance & General Purposes Committee.
- 4.8 Where it appears that the amount of any approved expenditure budget during a period will be exceeded or the amount of any income budget will not be reached and such overspend or shortfall cannot be met by virement within the Budget Manager's overall budget then it shall be the duty of the Budget Manager concerned to advise the Vice Chancellor or Director of Finance at the earliest opportunity so that any necessary corrective action can be determined.

- 4.9 The Director of Finance shall ensure each Budget Manager has periodical statements of income and expenditure, actual and budget comparison and other such relevant information.
- 4.10 Budget Managers will account to the Vice Chancellor for the planned consumption of resources during the financial year. In most circumstances, and subject to approval by Finance & General Purposes Committee, Budget Managers will carry forward into the next financial year any accrued surplus. Conversely, accrued deficits will be carried forward to the following year and must be made good in that year unless other arrangements have been agreed in writing with the Vice Chancellor. In this respect and in consultation with the Director of Finance, the Vice Chancellor will have regard to our overall financial strategy agreed by Finance & General Purposes Committee and our overall resources.

**Capital Expenditure on Land, Buildings or Equipment of a value in excess of £500,000**

- 4.11 Capital expenditure on land, buildings or equipment of a value in excess of £500,000 shall only be considered as part of the capital programme approved by the Board.
- 4.12 The Director of Finance is responsible for providing regular statements concerning all capital expenditure to Finance & General Purposes Committee for financial and physical aspects for monitoring purposes.
- 4.13 Proposed capital expenditure shall normally be supported by:
- ◆ a statement which demonstrates its consistency with the strategic plans and estates strategy approved by the Board;
  - ◆ an initial budget for the proposal for submission to Finance & General Purposes Committee. The budget should include a breakdown of costs including professional fees, VAT and funding sources;
  - ◆ a financial evaluation of the plans together with their impact on revenue plus advice on the impact of alternative plans;
  - ◆ an investment appraisal in an approved format which normally complies with HEFCE guidance on option and investment appraisal;
  - ◆ an option appraisal that looks at various options compared with the status quo;
  - ◆ a demonstration of compliance with normal tendering procedures and HEFCE regulations;

- ◆ a cashflow forecast.

HEFCE requires us to consult with them on the financing of capital transactions above a certain limit. Where any external funding is involved (e.g. HEFCE grants or bank loans) we shall comply with any terms and conditions that have been agreed.

- 4.14 Following completion, a final report should be submitted to Finance & General Purposes Committee recording actual expenditure against budget and reconciling funding arrangements where a variance has occurred.

### **Financial Planning**

- 4.15 The Director of Finance is responsible for preparing annually a rolling five year financial plan for approval by the Board on the recommendation of Finance & General Purposes Committee and for preparing financial forecasts for submission to HEFCE. Financial plans should be consistent with our strategic plans, estates strategy (and any other strategies) approved by the Board.

## **5. Accounting Policies, Returns and Records**

### **Accounting Policies**

#### **Basis of Accounting**

- 5.1 The consolidated financial statements are prepared on the historical cost basis of accounting and in accordance with applicable accounting standards.

#### **Format of the Accounts**

- 5.2 The accounts are prepared for the financial year ending 31 July, in the format required by HEFCE.

#### **Basis of Consolidation**

- 5.3 The consolidated financial statements consolidate the financial statements of us and all of our subsidiary undertakings for the financial year.
- 5.4 The accounting policies are as stated in the principal accounting policies of our Annual Report and Accounts.

### **Accounting Returns**

- 5.5 The Director of Finance is responsible for consolidating and despatching financial returns and other periodic financial reports to HEFCE and other agencies as required. The Director of Finance is also responsible for ensuring that all grants notified by HEFCE and other bodies are received.

### **Accounting Records**

- 5.6 The Director of Finance is responsible for the retention of financial documents. These should be kept in a form acceptable to the relevant authorities.
- 5.7 We are required to retain certain documents for a number of years. Further details are provided in Appendix G.

## **6. Intellectual Property Rights**

- 6.1 Intellectual Property is the product of human thought, creativity and intellectual effort.
  
- 6.2 By virtue of the nature of certain activities undertaken within Anglia Ruskin, including research and consultancy, work may often give rise to original ideas, designs or inventions which may be commercially exploitable. Such property collectively known as intellectual property and the assignment of ownership of this property is subject to our policy.
  
- 6.3 Our policy on intellectual property rights (IPR) can be found in the document entitled 'Notes for Guidance on the Management of Intellectual Property Right' approved by our Board and issued by the Research, Development & Commercial Services (RDCS).
  
- 6.4 The policy on IPR must be adhered to and staff need to be mindful of the commercial sensitivities involved.

## 7. Authorities, Financial Delegations and Limits

7.1 The Dean or Head is responsible as the budget manager for purchases within his / her Faculty / Support Service. Purchasing authority determined by value limits is set out below:

7.2 **Expenditure estimated to be of £500,000 or more** (See 4.7 and Appendix D)

Expenditure of £500,000 or more are matters reserved for the Board. Following Board approval of the project to budgeted limits the TPG is authorised to award the contract within these limits. On occasions where the price exceeds these limits Board approval is required to proceed. For Subsidiary companies approval the decision to delegate to TPG is reserved for their Board. On occasions where the price exceeds the limits for Subsidiary companies Board approval is required

7.3 **Expenditure estimated to be in excess of £125,000 but under £500,000** (See 4.7 and Appendix D)

Expenditure estimated to be in excess of £125,000 but less than £500,000 must be submitted to the Finance & General Purposes Committee. Following Committee approval of the project to budgeted limits the TPG is authorised to award the contract within these limits. On occasions where the price exceeds these limits Board approval is required to proceed. For Subsidiary companies approval the decision to delegate to TPG is reserved for their Board. On occasions where the price exceeds the limits for Subsidiary companies Committee approval is required.

7.4 **Expenditure up to and including £125,000** (See 4.7)

The Vice Chancellor approves delegation of this authority, subject to Regulation 4.7 and 4.8 above, as follows :

- |       |                |   |
|-------|----------------|---|
| (i)   | Up to £125,000 | Vice Chancellor   |
| (ii)  | Up to £50,000  | A member of VCG   |
| (iii) | Up to £25,000  | A member of CMT   |
| (iv)  | Up to £10,000  | Budget Manager, who may further delegate up to a limit of £5,000 to authorised persons whose signature must be lodged with the Director of Finance. |

The above authority limits are maxima and the Vice Chancellor may use his sole discretion to suspend or reduce any of the financial limits detailed in 7.5 (ii) to (iv). The practice of preparing multiple orders for projects or purchases with the sole intention of not exceeding these limits is not permissible.

In cases of urgency and absence of the Vice Chancellor, any member of the VCG may deputise in their capacity for (i) above. Any use of this provision must be reported to the Vice Chancellor at the earliest opportunity.

## 7.5 **Exceptions**

The Clerk, as an exception to the above, shall have delegated authority to approve, on behalf of the Board, the regular payments listed below which may be in excess of £125,000. Details of these payments shall be reviewed from time to time.

The payees and brief description of the reason for payment are as follows :

- |        |   |                                   |
|--------|---|-----------------------------------|
| (i)    | Teachers Pension Agency                                 | - Teachers Superannuation Scheme  |
| (ii)   | Essex County Council                                    | - Local Government Pension Scheme |
| (iii)  | HM Revenue & Customs                                    | - PAYE and National Insurance     |
| (iv)   | HM Revenue & Customs                                    | - Value Added Tax                 |
| (v)    | The Universities and Colleges Admissions Service (UCAS) | - University's contribution       |
| (vi)   | Chelmsford Borough Council                              | - Council Tax                     |
| (vii)  | Cambridge City Council                                  | - Council Tax                     |
| (viii) | Partner Colleges and Associate Colleges                 | - HEFCE funds and fees            |
| (ix)   | Essex County Council                                    | - Retirement costs and pensions   |
| (x)    | Health Trusts   | - Accommodation charges           |
| (xi)   | Suffolk LEA   | - TDA INSET funds                 |

7.6 The Director of Finance shall ensure a register of authorised signatories is maintained. Any changes to the authorities to sign must be notified to the Director of Finance immediately. Deans / Heads must supply the Director of Finance with specimen signatures of those authorised to commit us to expenditure in accordance with paragraph 7.4 above.

7.7 A flow diagram illustrating authorities required for respective values of purchases which are made on our behalf is attached as Appendix D.

## 8. Petty Cash

- 8.1 The Director of Finance shall provide such sums as he / she considers appropriate for such Support Services as may need them for the purposes of defraying petty cash and other expenses. Accounts shall be maintained on the imprest system.
- 8.2 Income received on our behalf must not be paid into an imprest account but must be passed to Financial Services for banking as provided in paragraph 18.6 of these Regulations.
- 8.3 Payments shall be limited to minor items of expenditure as defined by guidelines issued periodically by the Director of Finance and shall not exceed £50 by cheque or cash. All payments shall be supported by a receipted voucher to the extent that the Director of Finance may reasonably require. As an exception, to meet the occasional operational requirement to exceed this sum for loans to students up to a value of £200, multiple cheques may be issued to the required value. No personal cheques or third party cheques shall be encashed.
- 8.4 The payment of wages or salaries, any bill or invoice in respect of which an official purchase order has been issued, entertainment and hospitality and, the reimbursement of travelling and subsistence expenses, through the imprest system shall not be allowable.
- 8.5 The Faculty / Support Service responsible for an imprest account shall, if so requested, give to the Director of Finance or his nominee a certificate (issued by Financial Services) as to the state of the imprest advance.
- 8.6 Requisitions for reimbursement must be sent to the Director of Finance or his nominee, together with appropriate receipts or vouchers, before the total amount held has been expended, in order to retain a working balance pending receipt of the amount claimed. Normally at least 3 working days notice should be given to Financial Services for reimbursements.
- 8.7 The member of staff who is granted a float is responsible for its safe keeping. The petty cash box must be kept locked in a secure place in compliance with the requirements of our insurers when in use, and will be subject to periodic checks by the Dean / Head or another person nominated by him / her.
- 8.8 All transactions through the imprest account shall be recorded and available to inspection by the Dean / Head of Support Service or Director of Finance or another person designated by them.

## 9. Procurement Strategy & Procurement Policy

### General Statement of Principles

- 9.1 We are committed to offering Value for Money (VfM) and maintaining the highest standards of efficiency and integrity in the procurement of goods and services. Other important considerations that underpin the VfM aspects include the recognition of whole life costing, quality, environmental issues, running costs and whether the product is recyclable.
- 9.2 Anyone committing funds for the provision of goods or services must conform to the Procurement Strategy and policies approved by the Board and published on the Procurement website:  
[www.anglia.ac.uk/procurement](http://www.anglia.ac.uk/procurement)
- 9.3 Unless goods and services are supplied through the Low Value Purchasing (LVP) or Corporate Purchasing Card (CPC) methods (described below) all purchases shall normally be in response to an official order.
- 9.4 Unless provided for in paragraph 9.3 telephone or oral orders shall not be given. Orders given to suppliers must be approved by the appropriate authorised signatory prior to the commitment. If to a “non-preferred” supplier, authorisation from Procurement shall be obtained in advance of the order being made.
- 9.5 The authority limits and powers of delegation are defined in Regulation 7 Authority, Financial Regulations and Limits. The requirements for seeking competitive quotations and tenders are defined in Regulations 10 Competitive Quotations and 11 Tenders.
- 9.6 Facsimile signatures are normally unacceptable as originating authorisation on financial stationery and, in particular, documentation relating to procurement of goods and services, unless other arrangements have been agreed in writing with the Director of Finance.
- 9.7 Personnel authorising procurement shall ensure that:
- ◆ it is within the financial limits of the authority delegated (see Regulation 7 Authority, Financial Regulations and Limits) and there is sufficient funds available to meet the commitment;
  - ◆ a Purchase Order Requisition (POR) is sent to Procurement (unless other arrangements have been approved in writing by the Director of Finance) to initiate the placing of an official serial numbered purchase order. The POR must be signed by an authorised signatory and correctly coded;

- ◆ the supplier conforms to the Standard Terms and Conditions of Supply (as printed on the reverse of the official order, or included with the Invitation to Tender, as appropriate) or authority for any alternative terms is obtained from Procurement;
- ◆ quotations / tenders have been obtained when these are required by the Regulations (see Regulations 10 Competitive Quotations and 11 Tenders);
- ◆ PORs indicate clearly the quantity of the goods or the nature of the work or services and any agreed price or rate relating thereto;
- ◆ when the items are known to be held internally in central stores or a Faculty or Support Service store, they are requisitioned internally.

**Low Value Purchasing Procedures (transactions <£1,000 transaction value excl. VAT)**

- 9.8 Where a supplier does not accept a CPC then all such purchases of goods and services shall be made without the use of a POR by following the rules of use published on the procurement web site:  
[www.anglia.ac.uk/procurement](http://www.anglia.ac.uk/procurement)
- 9.9 Detailed transaction logs must be maintained and approved by Faculty / Support Service Budget Managers on a monthly basis and forwarded electronically to Financial Services.

**Corporate Purchasing Cards (CPC) ('Default Cardholders') transactions < £2,000 per item excl. VAT**

- 9.10 The majority of LVP should be made by using a CPC. Individual transactions shall not exceed the limit set by the Budget Manager and in any case not exceed £2,000 excl. VAT.

**Corporate Purchasing Cards (CPC) ('Gold Cardholders') transactions < £20,000 per item excl. VAT**

- 9.11 At the discretion of the Vice Chancellor certain cardholders may be nominated as 'Gold Cardholders'. Such cardholders may be authorised to spend up to a predetermined limit per transaction as set by the Vice Chancellor or nominated person but not exceeding £20,000 excl VAT. Requests for 'Gold Cardholders' must be submitted to Procurement. Procurement are to keep a log of 'Gold Cardholders'

## **General rules for CPC use (Default and Gold Cardholders)**

- 9.12 Corporate Purchasing Cards shall not be used:
- ◆ for personal purchases;
  - ◆ by anyone other than the person to whom the card was issued;
  - ◆ to withdraw cash.
- 9.13 All purchases must comply with the detailed guidelines and rules of use published on the procurement web site: [www.anglia.ac.uk/procurement](http://www.anglia.ac.uk/procurement)

### **Purchases > £1,000 per item excl. VAT**

- 9.14 For purchases that have a transaction value in excess of £1,000 excl. VAT or excess of £2,000 excl. VAT (see paragraph 9.10), a POR should be raised and once authorised sent to Procurement.
- 9.15 Providing the purchase is from a preferred supplier or from a consortia framework agreement, the POR will be promptly actioned and cleared through the Finance software for the dispatch of an official order.
- 9.16 Details of all current preferred suppliers and agreements for a wide range of commodities and displayed within the “Supplier Centre” of the Procurement web pages on [www.anglia.ac.uk/procurement](http://www.anglia.ac.uk/procurement) .
- 9.17 Staff are encouraged to consult with Procurement staff at the earliest opportunity in seeking to commit funds where it is not clear which supplier should be used.

### **Payment of Accounts**

- 9.18 Accounts for payment shall be processed by staff of Financial Services apart from those met out of Faculty or Support Service petty cash (see Regulation 8 Petty Cash). The same staff shall be precluded from raising PORs.
- 9.19 Accounts shall not normally be accepted in which the details are not written in ink or indelible pencil or machine prepared.
- 9.20 Any amendment to an account shall be made in ink, initialled and dated by the member of staff making the amendment and the reasons (if not self evident) shall briefly be stated on the account.
- 9.21 Staff of Financial Services, shall be responsible for processing an account for payment, and except in the case of any class or classes of accounts which the Director of Finance shall determine, shall have evidence that :
- ◆ the goods or services have been ordered by us;
  - ◆ the goods have been supplied or the services rendered and that they are satisfactory as to quality and correct as to quantity;

- ◆ any special authority needed for incurring any particular expenditure has been obtained.

and shall ensure that :

- ◆ the prices are in accordance with the agreement, contract, quotation or current market rate, whichever is applicable;
- ◆ all trade and cash discounts allowed have been deducted;
- ◆ the goods or services have not previously been paid for;
- ◆ payment has been properly recorded on the purchase ledger;
- ◆ the invoice is arithmetically correct.
- ◆ payment has been properly recorded on the purchase ledger;

9.22 Faculties / Support Services shall make proper arrangements for the safe custody of goods delivered against a purchase order raised in their Faculty or Support Service.

9.23 Evidence that the goods have been supplied or the services rendered and that they are satisfactory as to quality and correct as to quantity shall be provided to Financial Services by return of the goods received note part of the originating purchase order. Faculties / Support Services shall ensure that these are returned promptly so as not to delay payment of the account.

9.24 Where the Director of Finance may determine, evidence required in paragraph 9.21 above may be provided by indication and signature on the certification slip which Financial Services will affix to the account.

9.25 Where the price is greater on the account from the estimated price by 10% or £100, whichever is lesser, then payment can only proceed on the authorisation of the originating Support Service unless authorised by the Director of Finance.

9.26 The Director of Finance or nominee shall examine so far as he / she considers necessary the accounts passed to him / her and shall be entitled to make such inquiries and to receive such information and explanation as he / she requires.

## 10. Competitive Quotations

- 10.1 Where preferred suppliers are not used, competitive quotations shall normally be sought for the provision of goods, services or works costing less than £125,000. These may take the form of an oral or written invitation to several suppliers to provide written quotations for the goods or services required.
- 10.2 Details of competitive quotations from 3 sources of supply, for purchase values between £50,000 and £125,000, shall normally be submitted along with the POR to the Vice Chancellor and subsequently lodged with the Director of Finance. Procurement are to be advised prior to commencement.
- 10.3 Details of competitive quotations, for purchase values from a minimum of 2 sources of supply between £25,000 and £50,000, shall normally be submitted along with the POR to the appropriate member of VCG and subsequently lodged with the Director of Finance.
- 10.4 Details of competitive quotations, for purchase values from a minimum of 2 sources of supply between £10,000 and £25,000, should normally be submitted along with the POR to the appropriate member of CMT and subsequently lodged with the Director of Finance.
- 10.5 It is good practice to seek competitive quotations, for purchase values from a minimum of 2 sources of supply up to £10,000, should normally be submitted along with the POR unless paragraph 9.8 applies to the appropriate Budget Holder and subsequently lodged with the Director of Finance.
- 10.6 It is accepted that in some cases, such as when specialist equipment is required, there may well be only one supplier able to meet the our requirements. In these circumstances competitive quotations need not be sought but the order must be supported by an explanatory statement.
- 10.7 Details of competitive quotations should be retained along with the POR for a period as stated in the section on Retention of Records - Appendix G.
- 10.8 For provision of goods or services in excess of £125,000 please refer to Regulation 11 Tenders.

## 11. Tenders

11.1 Subject to special rules imposed by funding bodies, our tendering procedures, contained in our Code of Tendering Practice, are applicable to:

- ◆ procurement of services and buildings in excess of £125,000
- ◆ purchases where the estimated cost is in excess of £125,000

Our Code of Tendering Practice is attached at Appendix E.

11.2 It is not permissible to avoid tendering procedures by issuing multiple orders.

11.3 For rental or hire items where the period of hire is not known the potential contract value shall be based upon four years hire.

11.4 Where the goods are the subject of a contract or negotiated arrangement entered into by an agency or purchasing consortia, e.g. Southern Universities Purchasing Consortium, with whom we have a formal agreement under which it will act as our agent, a confirmation quotation may be obtained instead of a formal tendering procedure.

11.5 Where it can be confirmed that there is only a single source of supply or equipment of goods to meet a particular performance brief, the tendering procedure can be dispensed with. Before such an order is placed a form of exemption, obtained from Procurement, must be completed to justify the action being taken by the person intending to place the order and must subsequently be approved by the TPG or Board. The exemption must state the overriding technical merits that deem it to be a single sourced item.

11.6 Where tendering is likely to be of such a value that sourcing in Europe is required no publicity or formal sourcing can be carried out prior to the advertisement in the Official Journal of the European Union (OJEU). There should be no additional information to that appearing in the Journal given to any potential source. (The thresholds are shown in Appendix E The Code of Tendering Practice at paragraph 1.2).

11.7 A minimum of two competitive written quotations shall normally be obtained for goods, services or works between £10,000 and £125,000 and shall normally support the orders being placed (see Regulation 10 Competitive Quotations).

## 12. Contracts

### **Contracts (Maintenance Agreements and Other Leases)**

- 12.1 Advice from the Office of the Secretary & Clerk shall normally be sought before completing any purchase order which has an associated contract document, involving a lease or maintenance agreement or having some other special condition attached imposing a continuous commitment on us. Such contract documents and leases shall be signed by a member of VCG subject only to the requirements of Regulation 7 Authorities, Financial Delegation and Limits and our Code of Tendering Practice Appendix E.

### **General**

- 12.2 All contracts shall, save in extremis be agreed and signed prior to their commencement.
- 12.3 All contracts shall be monitored by the responsible officer to ensure that services and work received are as stated in the terms of the contract, are of good quality, received when specified and ensure best value for money.

### **13. European Union Public Procurement Regulations**

- 13.1 We shall comply with our legal obligations concerning European procurement legislation. European Union (EU) procurement regulations apply to written contracts for all forms of procurements or hire (whether or not hire purchase) with a total value exceeding a threshold value. (The thresholds are shown in Appendix E The Code of Tendering Practice at paragraph 1.2)
- 13.2 It is the responsibility of the Deans / Heads to ensure that their members of staff comply by notifying Procurement of any purchases likely to exceed the threshold noted above. This will need to be done well in advance in order to permit source of supply advertisement in the Official Journal of the European Union (OJEU).
- 13.3 All OJEU advertisements must be approved and placed by Procurement.

## 14. Salaries and Wages

- 14.1 The payment of all salaries, wages, pensions, compensation and other emoluments to all our employees or former employees shall be made by the Director of Finance or under arrangements approved and controlled by him / her and sanctioned by the Finance & General Purposes Committee.
- 14.2 The Director of Human Resources shall be responsible for the maintenance of personnel records and for the provision of relevant information to enable all salaries, wages, pensions and other emoluments to be paid.
- 14.3 The appointments of all employees shall be made in accordance with such regulations as the Board may determine from time to time and the approved budget, grades and rates of pay.
- 14.4 The Director of Human Resources shall notify the Director of Finance or his agents, whichever applicable, as soon as possible and in the form agreed, of all matters affecting the payment of such emoluments and in particular :
- ◆ appointments, resignations, dismissals, secondments and transfers;
  - ◆ absences from duty for sickness or other reason, apart from approved leave;
  - ◆ changes in remuneration, including normal increments and pay awards and agreements of general application;
  - ◆ information necessary to maintain records of service for superannuation, income tax, national insurance and the like.
- 14.5 All time records or other pay documents shall be in a form prescribed by the Director of Human Resources in consultation with the Director of Finance. The Director of Finance shall be advised of all personnel authorised to sign such records and will be provided with specimen signatures.
- 14.6 Loans to employees shall only be granted when part of a prescribed Anglia Ruskin scheme or otherwise under exceptional circumstances approved by the Finance & General Purposes Committee.

- 14.7 Within Anglia Ruskin, matters relating to salary grading and other payments to employees shall be resolved as follows:
- (i) for the Vice Chancellor and Clerk: by the Remuneration and Nominations Committee;
  - (ii) for senior management grade (smg) staff: by the Vice Chancellor within a framework determined by the Remuneration & Nominations Committee;
  - (iii) for all other staff: by the Vice Chancellor or his / her nominee(s) within a framework determined by the Remuneration & Nominations Committee.

## 15. Pensions

15.1 The Director of Finance or his / her nominee is responsible for day to day pension matters including:

- ◆ paying of contributions to various authorised pension schemes;
- ◆ preparing the annual return to various pension schemes;
- ◆ administering pension funds under our direct control.

## **16. Travel, Subsistence and Other Expenses**

- 16.1 All claims for payment of car allowances, subsistence, travel and incidental expenses shall be in accordance with our Travel and Subsistence Expense Policy.
- 16.2 Claims shall be submitted to Financial Services made up to the last day of each month, duly certified, in a form approved by the Director of Finance, by the 10th of the following month.
- 16.3 The certification by or on behalf of the Head shall be taken to mean that the certifying person is satisfied that the journeys were authorised, the expenses properly and necessarily incurred and that the expenses are properly payable by us. This does not absolve the claimant from his / her duty and responsibility to submit accurate and legitimate claims in accordance with our Travel and Subsistence Expense Policy.
- 16.4 Claims submitted more than six months after expenses were incurred will be paid only with the express approval of the Director of Finance.
- 16.5 Under no circumstances will we reimburse employees for parking fines and traffic penalties incurred.

## 17. Externally Funded Grants and Contracts

- 17.1 Where goods or services including research are to be supplied by us, any associated contract, agreement or special conditions to which we would wish to bind the purchaser of the goods or services shall normally be passed for comment / advice to or through the Clerk.
- 17.2 Where approaches are to be made to outside bodies for support for research projects or where contracts are to be undertaken on behalf of such bodies, it is the responsibility of the Dean or Head to ensure that the financial implications have been appraised in consultation with the Deputy Vice Chancellor (Research, Scholarship and Development). Research, Development & Commercial Services (RDCS) shall normally examine every formal application for externally funded grants and contracts to ensure that there are adequate resources to meet all commitments. The agreement must be in line with our policy with regard to indirect costs and other expenses and take account of different procedures for the pricing of research projects depending on the nature of the funding body.
- 17.3 In determining the price to be charged for research grants and contracts, short courses, consultancy and other external services there shall be regard to the need to assess the full costs under the principles of full economic costing (fEC). The principles and procedures to be followed are contained in the document entitled 'Regulations and Procedures for the Preparation of Funding Bids and Contracts for the Supply of Goods and Services (including Research Grants and Contracts)', copies of which can be obtained from the Research, Development & Commercial Services (RDCS), Deputy Vice Chancellor (Research, Scholarship and Development) or Financial Services.
- 17.4 The following delegated limits to the value of contracts shall apply:

◆ **Contracts in excess of £5m**

Contracts in excess of £5m shall be presented to Finance & General Purposes Committee through the Vice Chancellor for approval.

◆ **Contracts up to and including £5m**

The Finance & General Purposes Committee approves delegation of this authority:

- |       |               |  |
|-------|---------------|--|
| (i)   | Up to £5m     | Vice Chancellor with retrospective reporting to Finance & General Purposes Committee on contract approvals between £2m - £5m |
| (ii)  | Up to £2m     | Deputy Vice Chancellor (Research, Scholarship and Development) or in his absence, another member of VCG                      |
| (iii) | Up to £15,000 | A member of CMT  |

- 17.5 Research grants and contracts, and contracts for other external services provided shall be accepted on our behalf by the Deputy Vice Chancellor (Research, Scholarship and Development) or his nominee subject to the limits above.
- 17.6 All financial records relating to research grants, contracts and services provided shall be in a form agreed by the Director of Finance and the Deputy Vice Chancellor (Research, Scholarship and Development).
- 17.7 Each project, grant or contract shall have a named supervisor, project leader or grant holder who shall be responsible for monitoring the progress of the budget for the project.

## 18. Income

- 18.1 We shall use any funds earmarked by HEFCE (or other donor or sponsor) solely for the purposes for which the funds have been earmarked.
- 18.2 The collection of all money due to us shall be under the supervision of the Director of Finance.
- 18.3 Each Dean / Head shall furnish the Director of Finance with such particulars in connection with work done, goods supplied or services rendered and all other amounts due as may be required by him / her to record correctly all sums due to us and to ensure the prompt rendering of accounts for the recovery of income due.
- 18.4 All money due to us and contracts, leases and other agreements and arrangements entered into which involve the receipt of money by us shall be notified to the Director of Finance. The Director of Finance shall have the right to inspect any documents or other evidence in this connection as he / she may decide.
- 18.5 All receipt forms, receipt books, tickets and other such items shall be ordered and supplied to Support Services by the Director of Finance (except where otherwise agreed), who shall satisfy himself / herself as to the arrangement for their control.
- 18.6 All money received on behalf of us shall without delay, but normally at least daily, or in accordance with collection procedures in force as determined by the Director of Finance, be taken to the night safes for banking. No deduction may be made from such money save to the extent that the Director of Finance may specifically authorise.
- 18.7 Staff shall at all times ensure that our funds are kept separately from other monies which they may have in their control.
- 18.8 Personal cheques shall not be cashed out of the money held on behalf of our University.
- 18.9 Every transfer of money belonging to our University from one member of staff to another shall be evidenced in the records of the Support Services concerned by the signature of the receiving member of staff.

## **Student Fees**

- 18.10 The procedures for collecting tuition and residence fees must be approved by the Director of Finance. He / she is responsible for ensuring that all student fees due to our University are received.
  
- 18.11 The Director of Finance is responsible for maintaining a record of all persons registered as students of Anglia Ruskin.

## 19. Banking

### Appointment of Bankers

- 19.1 The Board is responsible for the appointment of our bankers on the recommendation of Finance & General Purposes Committee. The appointment shall be for a specified period after which consideration shall be given by Finance & General Purposes Committee to competitively tendering the service (ref Code of Tendering Practice – Appendix E).

### Banking Arrangements

- 19.2 The Director of Finance is responsible for, on behalf of Finance & General Purposes Committee, liaising with our bankers in relation to our bank accounts and the issue of cheques. All cheques and BACS arrangements shall be ordered on the authority of the Director of Finance who shall make proper arrangements for their safe custody.
- 19.3 Bank accounts may only be opened or closed by the Director of Finance, with the prior approval of Finance & General Purposes Committee, for dealing with our funds. All bank accounts shall be in the name of Anglia Ruskin.

### Signatories, Cheque and BACS Control

- 19.4 Signatories shall satisfy themselves that the related expenditure has been authorised in accordance with Regulation 7 before signing cheques.

### 19.5 Main Account Mandate

#### Cheque Signatories

- |       |  |   |
|-------|--|---|
| (i)   | Under £25,000                                      | Signature or facsimile signature of a member of VCG.  |
| (ii)  | £25,000 - £250,000                                 | Signatures or facsimile signatures of two members of VCG.                                       |
| (iii) | Over £250,000 but listed in 7.5 of the Regulations | Signatures or facsimile signatures of two members of VCG.                                       |
| (iv)  | Over £250,000                                      | Signature or facsimile signature of a member of VCG and countersigned by a member of the Board. |

### **BACS Signatories**

- (i) Up to £25,000 Signature of Director of Finance who may further delegate.
- (ii) Over £25,000 Signature of one member of VCG

The payment(s) must be signed within 24 hours of being received by one member of VCG and Financial Services must be informed of this immediately.

### **19.6 Payroll Account Mandate**

- (i) The payroll account shall be used solely for net salary and wages payments to employees.

### **19.7 Petty Cash Account Mandates**

- (i) We shall hold a petty cash account for each campus.
- (ii) The limit of £50 for any one individual cheque shall apply.
- (iii) The mandate shall provide for the signature of the Director of Finance and nominees to whom he / she may wish to delegate this authority.

### **19.8 High Interest Accounts Mandates**

- (i) We shall hold investment accounts for purposes of transferring day to day surpluses on its current accounts.
- (ii) The Director of Finance or his nominee shall have authority to transfer funds within our Bank Accounts as the situation demands.

### **19.9 Other Accounts**

- (i) Other bank accounts shall be opened from time to time to satisfy our needs. For bank accounts to be opened they must have approval of the Board or Finance & General Purposes Committee on behalf of the Board usually on the recommendation of the Director of Finance.

### **19.10 Disbursements by Banks Automated Clearing System (BACS)**

- (i) Payments by BACS shall be subject to controlled procedures defined by the Director of Finance in accordance with the mandate applicable to the bank account on which it operates and as described in 19.5.

#### 19.11 **Cheque Control**

- (i) All cheques shall be ordered, controlled and issued by the Director of Finance or his nominee in accordance with our policy and bank instruction.
  
- (ii) All cheques issued made payable to employees or students if held in Support Service and not collected within two weeks shall be returned to the Director of Finance.
  
- (iii) The use of the facsimile signature of the Director of Finance shall be controlled in accordance with procedures agreed by the Vice Chancellor and the Director of Finance.

## 20. Collection of Debts

- 20.1 The Director of Finance or his / her nominee shall ensure that:
- ◆ debtors invoices are raised promptly in respect of income due to our University;
  - ◆ debtors are raised on official invoices;
  - ◆ swift and effective action is taken to collect overdue debts in accordance with our financial procedures;
  - ◆ outstanding debts are monitored and reports are prepared for Managers.
- 20.2 The Director of Finance is responsible for implementing credit arrangements and indicating a period in which different types of invoices must be paid.
- 20.3 Requests to write-off debts must be referred in writing to the Director of Finance.
- 20.4 Provisions for bad and doubtful debts shall be recommended to Finance & General Purposes Committee by the Director of Finance in consultation with the Auditors.
- 20.5 Where it becomes necessary to write-off debts because they are irrecoverable, the resulting charge will be made to the cost centre(s) which were credited with the corresponding income. The authority for writing-off bad debts is as follows:
- | <b>Value of irrecoverable debt written off</b> | <b>Authorisation by:</b>             |
|--|--------------------------------------|
| Up to £10,000                                  | Director of Finance                  |
| £10,000 to £75,000                             | Vice Chancellor                      |
| Over £75,000                                   | Finance & General Purposes Committee |
- 20.6 The top 20 in value debt write offs each year shall be reported retrospectively to the Finance & General Purposes Committee.
- 20.7 Similarly, any permanent loss or diminution in value of other assets requiring a write-off or write-down (other than depreciation charges) shall only be done with the approval of Finance & General Purposes Committee.

20.8 Requests for credit notes and refunds should be approved by the relevant budget holder and Support Service and shall be made only where the invoice has been raised in error. For the credit note or refund to be actioned the following authorisation is required:

<b>Value of credit note/refund</b>	<b>Authorisation by:</b>
Up to £5,000	Group Financial Accountant
£5,001 to £15,000	Deputy Finance Director
£15,001 - £40,000	Director of Finance
£40,001 - £200,000	Vice Chancellor
£200,001 - £500,000	Finance & General Purposes Committee
Over £500,000	Board of Governors

## **21. Land, Buildings, Fixed Plant and Machinery**

- 21.1 We shall keep our holdings of land and buildings under review in the light of our strategic estate plan.
- 21.2 The purchase, lease or rent of land or buildings or fixed plant can only be undertaken with authority from the Board.
- 21.3 The Board shall have regard to the requirements of the HEFCE Financial Memorandum (or other HEFCE circulars) in respect of property acquisitions and disposals of land and buildings and for proposals to borrow on the security of assets.
- The Director of Estates & Facilities is responsible for maintaining our register of land and buildings. The Head of Estates & Facilities is responsible for maintaining our register of fixed plant and machinery.
- 21.4 The register of all our properties owned or leased should record the purpose for which held, location, extent and plan reference, purchase details, particulars of nature of interest and rents payable and particulars of tenancy granted.
- 21.5 The Clerk shall have the custody of all title deeds under secure arrangements.
- 21.6 Disposal of land and buildings may only take place with the authorisation of the Board. Funding Council consent may also be required if exchequer funds were involved in the acquisition of the asset. In such circumstances the Funding Council shall be consulted.
- 21.7 The Clerk is responsible for the provision of adequate security across all campuses.

## 22. Inventories

- 22.1 Inventories shall be maintained by Faculties or Support Services for our assets above the value of £2,000 which will be reviewed periodically in line with inflation.
- 22.2 Each Faculty or Support Service shall be responsible for maintaining an annual check, or more frequent if required by the Director of Finance, of all items on the inventory, for taking action in relation to surpluses or deficiencies and noting on the inventory accordingly. (See Regulation 21 regarding write-offs and write-downs other than depreciation.)
- 22.3 The inventory must include items donated or held on trust.
- 22.4 Anglia Ruskin's property shall not be removed other than in accordance with the ordinary course of our business nor used other than for our purposes except in accordance with specific directions issued by a member of VCG.
- 22.5 Where equipment or furniture is surplus to requirement the Procurement Department shall be consulted in connection with its disposal. (Further details about the procedures can be obtained from the Procurement web site: [www.anglia.ac.uk/procurement](http://www.anglia.ac.uk/procurement) )

## 23. Disposal of Equipment

- 23.1 Faculties or Support Services wishing to dispose of equipment, plant or other items must ensure that our best interests are served by offering the equipment to other Faculties or Support Services within Anglia Ruskin or, if not wanted, by disposal in a way that yields the greatest net income to us.
- 23.2 Persons responsible for disposal of equipment or in a position to make the decision of whether an item is to be disposed of can only buy such an item if permission to do so is given by the Budget Manager.
- 23.3 Persons responsible for disposal of equipment, plant or other items must ensure that:
- ◆ items are valued realistically by comparison with trade sources, unless where auctioned or sold on a sealed bid basis. Procurement can assist with this if required;
  - ◆ permission for disposal is given by Deans / Heads in accordance with the limits shown in section 7.4 where items have a residual value in excess of £1,000 or are less than 5 years old;
  - ◆ upon disposal, the relevant item(s) is / are removed from all equipment inventories;
  - ◆ for any mechanical or electrical equipment, whether donated or sold, an indemnity form is signed by the recipient to indemnify Anglia Ruskin against future operational condition or potential misuse;
  - ◆ a register is kept of all disposals with each entry detailing the item, how it was disposed of, the value of or cost of disposal, to whom it was disposed and the date of disposal. Each entry should be countersigned by the Dean or Head;
  - ◆ permission from a member of VCG is sought to donate items of any value on goodwill basis to other educational or charitable institutions.
- 23.4 Persons responsible for disposal of equipment, plant or other items should normally be the same as those authorised to purchase those items, nominated by the Dean or Head and advised to the Director of Finance.
- 23.5 For advice on the disposal aspects of old or redundant IT equipment staff must comply with the additional advice from ISMS: see [www.anglia.ac.uk/isms](http://www.anglia.ac.uk/isms).

23.6 Disposal of equipment, plant or other items should be arranged as follows:

**a) Items defined in paragraph 23.3 (bullet point 2):**

- i) offered to other Support Services or donated to a central pool until a need is identified;
- ii) advertised in "Bulletin" or notified to the Convenor of the relevant Universities Purchasing Consortium Commodity Group, if likely to be of use to another institution;
- iii) sold or traded in to a supplier or dealer at a realistic value;
- iv) offered for sale by auction or advertised for sale on a sealed bid basis.

**b) Recycling**

Any recycling project should be registered with the Director of Estates & Facilities. Any monies received should be used to fund the operation and any surplus credited to the cost of other waste disposal. Records should be kept of all transactions.

## **24. Stocks and Stores**

- 24.1 Deans / Heads are responsible for establishing adequate arrangements for the custody and control of stocks and stores within their Faculties / Support Services. The systems used for stores accounting in Faculties / Support Services must have the approval of the Director of Finance.
- 24.2 Deans / Heads are responsible for ensuring that regular inspections and stock checks are carried out. Stocks and stores of a hazardous nature should be subject to appropriate security checks.
- 24.3 Stocks held shall not be in excess of normal requirements except in special circumstances.
- 24.4 Deans / Heads whose stocks require valuation in the balance sheet must ensure that the stock-taking procedures in place have the approval of the Director of Finance.
- 24.5 The Director of Finance shall receive such information as he / she requires for the accounting, costing and financial records.

## **25. Treasury Management (Investment and Borrowings)**

- 25.1 Finance & General Purposes Committee is responsible for approving a treasury management policy statement setting out a strategy and policies for cash management, long term investments and borrowings. Finance & General Purposes Committee has a responsibility to ensure implementation, monitoring and review of such policies.
- 25.2 All executive decisions concerning borrowing, investment or financing, within policy parameters, shall be delegated to the Director of Finance and an appropriate reporting system set up. All borrowing shall be undertaken in the name of Anglia Ruskin or any one of our subsidiaries and shall conform to HEFCE requirements.
- 25.3 Authorisation for secured borrowing, regardless of value, will be executed under seal and subject to the prior approval of the Board.
- 25.4 The Director of Finance will report to Finance & General Purposes Committee as frequently as needs dictate but at least annually on the activity of the treasury management operation and on the exercise of treasury management powers delegated to him / her.
- 25.5 The Director of Finance shall maintain records of all borrowing of money by Anglia Ruskin.
- 25.6 Selection of investment institutions, other than our Bankers, should be made by a sub committee of the Board specifically set up for the purpose.

## 26. Anglia Ruskin Companies

- 26.1 In certain circumstances it may be advantageous for us to establish a company to undertake services on its behalf.
- 26.2 The Board is responsible for approving the establishment of companies and the procedure to be followed in order to do so.
- 26.3 It is the responsibility of the Board to establish the shareholding and membership arrangements and appoint, as applicable, directors to companies which are wholly or partly owned by us.
- 26.4 The directors of companies where we are the majority shareholder (or guarantor) must submit, via Finance & General Purposes Committee, copies of their annual reports to the Board.
- 26.5 The affairs of these companies are regulated by their Memorandum and Articles of Association, and by instructions issued by their Board of Directors.
- 26.6 These Regulations of these companies are approved by their Board of Directors but where relevant and practicable their regulations shall mutatis mutandis mirror those of Anglia Ruskin.
- 26.7 The Director of Finance will ensure that the companies' records are maintained in a form consistent with and similar standards to that of ours.
- 26.8 The group structure of Anglia Ruskin's companies and key elements within from their Financial Regulations and in accordance with 26.6 above is given in Appendix F.

## 27. Risk Management and Insurance

- 27.1 The approval of our risk management strategy is a reserved matter for the Board for which it receives advice, through the Office of the Secretary & Clerk, from its various Committees as required. The strategy includes insurance cover to meet any potential risk to all of Anglia Ruskin's assets including threats from terrorism.
- 27.2 The Office of the Secretary & Clerk is responsible for effecting insurance cover as determined by Finance & General Purposes Committee, obtaining quotes, negotiating claims and maintaining the necessary records. The Office of the Secretary & Clerk will also deal with our insurers and advisers about specific insurance problems.
- 27.3 Deans / Heads must ensure that any agreements negotiated within their Faculty / Support Service with external bodies cover any legal liabilities to which we might be exposed. The Office of the Secretary & Clerk advice should be sought to ensure this is the case. Deans / Heads must give prompt notification to the Office of the Secretary & Clerk of any potential new risks and additional property and equipment which may require insurance and any alterations affecting existing risks.
- 27.4 Deans / Heads must advise the Office of the Secretary & Clerk, as soon as it becomes known, of any event which may give rise to an insurance claim. The Office of the Secretary & Clerk will notify our insurers and, if appropriate, prepare a claim in conjunction with the Head for transmission to the insurers.
- 27.5 The Office of the Secretary & Clerk will keep a register of all insurances effected by us and the property and risk covered.
- 27.6 The Director of Estates & Facilities is responsible for keeping suitable records of plant which is subject to inspection by an insurance company and for ensuring that inspection is carried out in the periods prescribed.
- 27.7 All staff using their own vehicles on Anglia Ruskin business behalf shall maintain appropriate insurance cover for business use.
- 27.8 The annual revision of our Corporate Risk Register will be co-ordinated by the Office of the Secretary & Clerk and agreed by the Board following recommendation through VCG and the Audit & Compliance Committee.
- 27.9 Further detail on the scope of the insurance portfolio and coverage can be obtained from our website.

## **28. Taxation**

- 28.1 The Director of Finance is responsible for advising Deans / Heads in the light of guidance issued by the appropriate bodies, and relevant legislation as it applies, on all taxation issues. The Director of Finance will issue instructions to Faculties / Support Services on compliance with statutory requirements including those concerning VAT, PAYE, national insurance, corporation tax and import duty.
- 28.2 The Director of Finance is responsible for ensuring that we maintain tax records, make all tax payments, receive tax credits due and submit tax returns by their due date as appropriate.

## 29. Security

- 29.1 Deans / Heads will be responsible for maintaining proper security at all times for buildings, stocks, stores, furniture, equipment and cash under their control. Deans / Heads will consult the Head of Security in any case where security is thought to be defective or where it is considered that special security arrangements may be needed.
- 29.2 Maximum limits for cash holdings shall be agreed with the Director of Finance and shall not be exceeded without his express permission.
- 29.3 Keys to safes and similar receptacles are to be carried on the person of those responsible at all times, except where otherwise agreed with the Director of Finance; the loss of any such keys must be reported to the Head of Security immediately.
- 29.4 Deans / Heads shall be responsible for maintaining proper security of computer installations in consultation with the Head of Security and the Director of ISMS.
- 29.5 The use of information held on computer installations shall conform to the requirements of the Data Protection Act and Computer Misuse Act and other legislation or statutory requirements.
- 29.6 Lost documentation or commercial information shall be reported to the Dean / Head of Faculty / Support Service and he / she will determine whether the Clerk should be notified.
- 29.7 On leaving our employment all keys to safes and other lockable containers, security passes and other similar possessions shall be returned to your line manager. It is the line manager's responsibility to ensure these items are properly accounted for and returned to Head of Security as appropriate.

## **30. Hospitality, Gratuities and Gifts**

### **Hospitality**

- 30.1 Staff entertaining guests from outside bodies at lunchtime should normally apply reasonableness in their choice of venue and level of expenditure. Where this is not the case reasons must be stated when submitting a claim for reimbursement.

### **Acceptance of Gratuities and Gifts**

- 30.2 Staff should ensure that they do not become involved in any conflict of interest in their duties. Staff must not directly or indirectly accept any gift, reward or benefit from any individual or organisation with whom they may come into contact by reason of their official duties. Any gifts other than small items of promotional material (e.g. promotional material, calendars and diaries) should be returned with a suitable explanation.
- 30.3 Whilst as a general rule, staff may accept the refreshment offered at demonstrations of equipment etc, or meetings with individuals or organisations outside Anglia Ruskin, participation in anything other than conventional hospitality should be avoided. Modest hospitality is an accepted courtesy of a business relationship. Occasional business lunches or dinners are acceptable, provided it is believed there is no expectation by the host that new or additional business might necessarily result. Regular invitations to meals or functions should not be accepted.
- 30.4 In certain circumstances it can cause offence to refuse a gift (e.g. from some foreign dignitaries). Where this is deemed to be the case the gift may be accepted on our behalf, not the individual, and passed to the Vice Chancellor who shall decide what to do with the gift in Anglia Ruskin's interests.
- 30.5 If any member of staff is in doubt about what is or is not acceptable then the Dean / Head should be consulted who may wish to further refer to the Clerk.

## **31. Students' Union**

- 31.1 Subject to the constraints imposed by HEFCE the Board shall determine the level of grant to be paid annually to the Students' Union.
  
- 31.2 A set of audited annual accounts will be presented to our Finance & General Purposes Committee for information at the end of each financial year.
  
- 31.3 In accordance with the agreement between us and the Students' Union, our internal auditors will have access to records, assets and personnel within the Students' Union in the same way as other areas of Anglia Ruskin.

## 32. Use of Anglia Ruskin's Seal

32.1 Documents which require sealing are:

- ◆ Land / property transactions of any kind (but not licences to occupy e.g. for student residences);
- ◆ Borrowing money;
- ◆ Contracts for the supply or provision of goods or services either by or to us in excess of £250,000;
- ◆ Mortgage and legal charges.

32.2 The application of Anglia Ruskin's Seal shall be authenticated by the signature of the Chair of the Board or some other member authorised generally or specially by the Board to act for that purpose together with that of any other member of the Board.

32.3 Anglia Ruskin's Seal shall be held under secure arrangements by the Clerk.

### **33. Trust Funds and the Anglia Trust**

- 33.1 Trust funds shall, wherever possible, be in the name of Anglia Ruskin or the Anglia Trust, if appropriate.
- 33.2 Staff acting as Trustees by virtue of their official position shall deposit all securities relating to the Anglia Trust with the Director of Finance unless the deed otherwise provides.
- 33.3 All prize and discretionary funds shall, wherever possible, be in the name of Anglia Ruskin or the Anglia Trust, if appropriate. All Anglia Ruskin monies will be taken to the night safe to be banked. We shall act as the fund's bankers.
- 33.4 The Director of Finance shall ensure that the records of Anglia Trust are maintained in a form consistent with and similar standards to that of ours.

### **34. Declaration of Conflicts of Interest and Employment of Family Members**

- 34.1 A conflict of interest may exist if an employee may benefit either materially, personally, financially or otherwise from any transaction between us and a third party.
- 34.2 For all transactions involving us and an outside company or organisation which may give rise to a conflict of interest, our employee shall be required to declare such interest to his Dean / Head immediately (Deans / Heads and above to their appropriate line manager).
- 34.3 We will not normally engage external individuals or companies having a direct relationship to our staff.
- 34.4 Additionally members of the Board, members of VCG, and Heads are required to disclose interests in Anglia Ruskin's Register of Interest of Members and Senior Staff.
- 34.5 We will normally prevent relatives being employed in the same staff reporting line. Further details and advice are available from the Director of Human Resources.

## 35. Public Interest Disclosures

- 35.1 We have a policy on public interest disclosures (commonly referred to as 'whistleblowing'). Further details can be obtained from the Clerk or is accessible on the Intranet on either of the following websites:

[http://web.anglia.ac.uk/anet/staff/sec\\_clerk/](http://web.anglia.ac.uk/anet/staff/sec_clerk/)

<http://web.anglia.ac.uk/hr/>

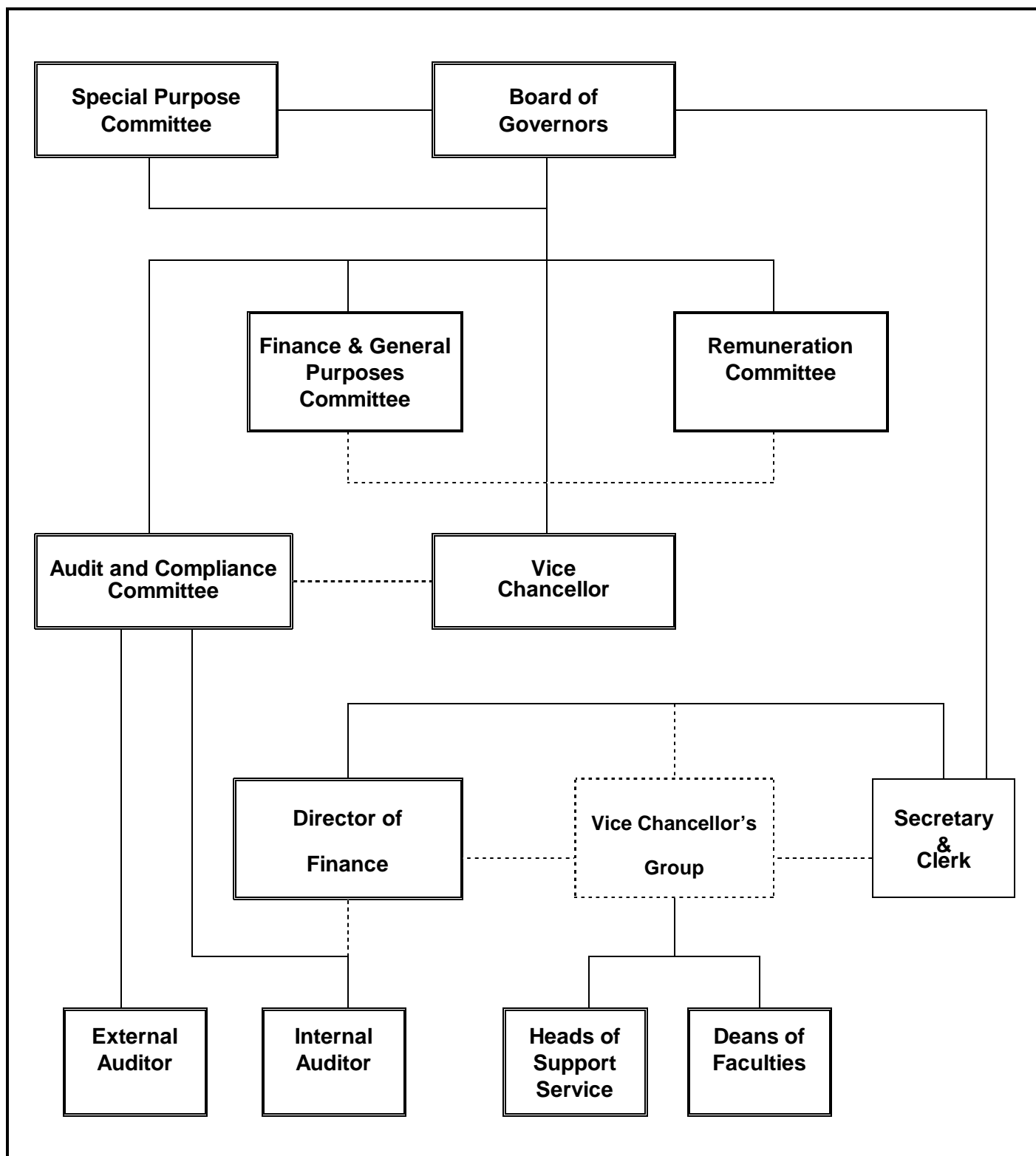
## **36. Policy for Investigating and Resolving Allegations of Fraud and Corruption**

- 36.1 We have published a detailed policy entitled Fraud or suspected Fraud response plan. This can be found on the HRS website under the Policies section.

## **37. Communication of Financial Regulations**

- 37.1 These Regulations are available on our Intranet and can be accessed through our 'University Information' page.
  
- 37.2 Changes to these Regulations, once approved by the Board, will be reflected on the version held on the Intranet. The amendments will be listed for ease of reference as a postscript to the regulations.

**Committee & Reporting Structure in relation to Sections 3 & 7**



The Deans and Heads report to respective members of VCG. The Clerk reports to the Board in his / her capacity as Clerk and the Vice Chancellor in his / her capacity as a member of VCG.

Other Board Committees have been omitted as they have not been referred to in these Regulations.

### HEFCE Audit Code of Practice

The following are mandatory requirements of the HEFCE Audit Code of Practice:

- ◆ the Board must ensure that we have a sound system of internal control;
- ◆ we must have an effective Audit and Compliance Committee, which produces an annual report for the Board and the Accountable Officer (see 3.15);
- ◆ members of the Audit and Compliance Committee must not have executive authority or be members of the Finance & General Purposes Committee, unless we can satisfy the Council that this is unavoidable for practical or statutory reasons;
- ◆ the Audit and Compliance Committee, advised where appropriate by its internal audit service, must satisfy itself that satisfactory arrangements are in place to promote economy, efficiency and effectiveness;
- ◆ we must have an effective internal audit function, which reports at least annually to the Board and the designated officer;
- ◆ the work of the internal audit service must cover the whole of our internal control system;
- ◆ the head of the internal audit service must have direct access to our designated office holder, the Chair of the Audit and Compliance Committee and, if necessary, the Chair of the Board. Internal auditors must also have unrestricted access to all records, assets, personnel and premises, and be authorised to obtain whatever information and explanations the head of the internal audit service considers necessary;
- ◆ fees paid to external auditors for other services must be disclosed separately in a note in the financial statements;
- ◆ HEFCE's audit service, HEFCEAS, must have access to all records, information and assets, and can require any officer to give any explanation which it considers necessary to fulfil its responsibilities. This includes access to any work of, or correspondence between, internal and external auditors;
- ◆ the Board must not accept any restriction of liability in respect of the external audit of our financial statements;

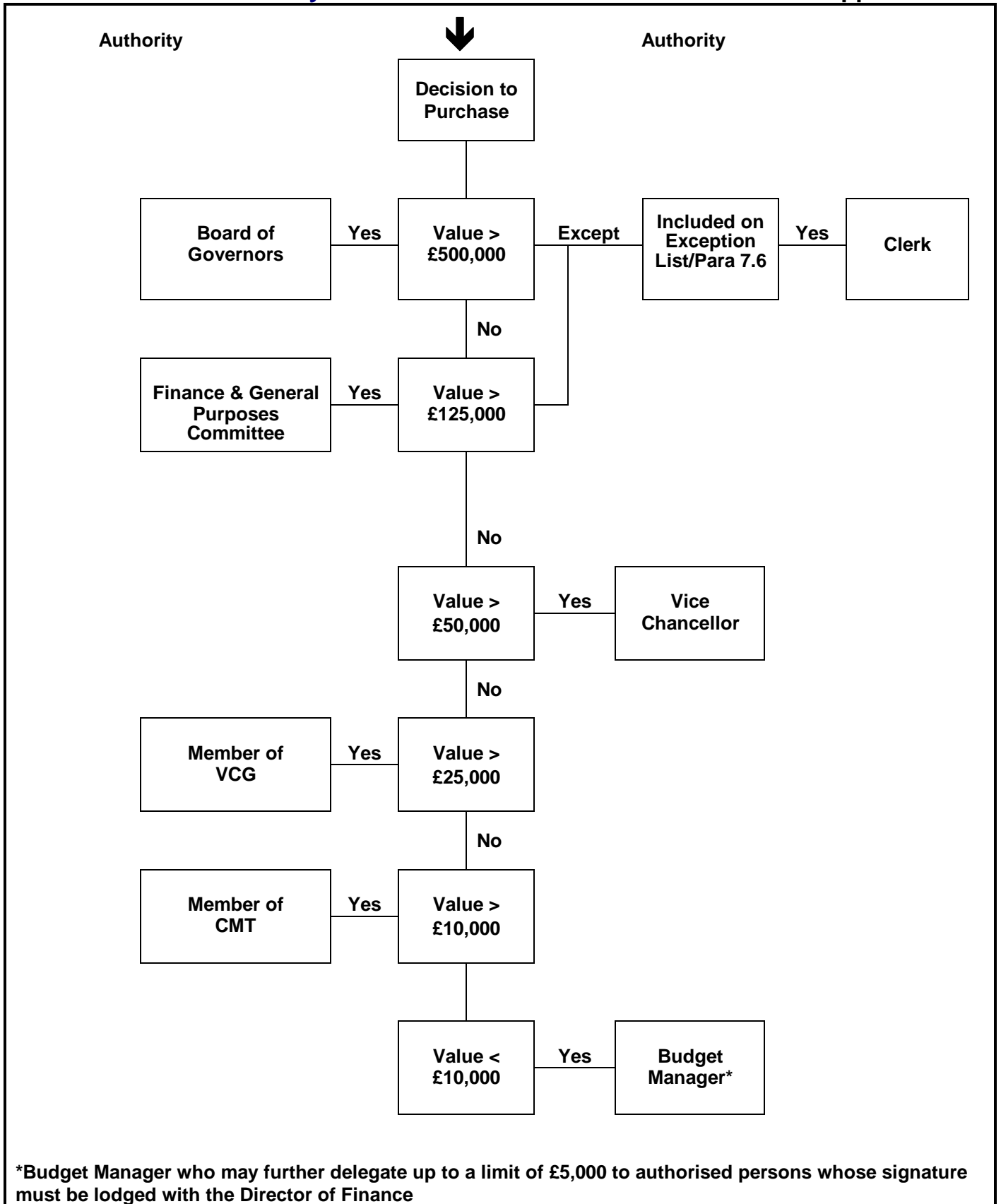
- ◆ the following information must be provided:
  - i) the Board must send a copy of the Audit and Compliance Committee's annual report to the HEFCE Chief Auditor;
  - ii) the Board must send to the HEFCE Chief Auditor, by 1 December in the following year, two copies of the external auditor's management letter and any management response;
  - iii) the designated office holder must report any serious weaknesses, significant frauds or major accounting breakdowns without delay to the Chair of the Audit and Compliance Committee, the Chair of the Board and the HEFCE Accounting Officer. If the designated office holder refuses to make an appropriate report, then the internal and external auditors must report to them directly;
  - iv) the Board must inform the HEFCE Chief Auditor without delay of the removal or resignation of the external or internal auditors;
  
- ◆ in assessing compliance with these requirements, HEFCE will have to consider all the audit arrangements that we have in place. That assessment will have regard to the guidance on good practice that HEFCE have issued. No one element of that guidance is mandatory, but full compliance with the guidance will ensure that the mandatory requirements are met.

### Internal Audit

#### **Responsibilities** (based on objectives described in HEFCE's Audit Code of Practice)

To achieve the following objectives:

- ◆ to review and appraise the soundness, adequacy and application of internal controls;
- ◆ to ascertain the extent to which the systems of control ensure compliance with established policies and procedures;
- ◆ to ascertain the extent to which our assets are protected from losses arising from:
  - fraud
  - irregularity
  - corruption
- ◆ to ascertain the reliability of accounting and other information as a basis for the production of accounts and other returns in decision making;
- ◆ to ascertain the extent to which systems of control operate to promote the most economic, efficient and effective use of resources.



\*Budget Manager who may further delegate up to a limit of £5,000 to authorised persons whose signature must be lodged with the Director of Finance

## Section A

## 1. Interpretation and Application

- 1.1 In addition to or replacement of the definitions in Section 1 of these Regulations, unless the context otherwise requires, the following interpretations for the code of tendering practice shall apply:

**'Works'** means civil engineering and building works, (including renovation demolition and installation works) and the right to exploit such works;

**'Supplies'** means goods purchased or hired whether or not we become the owner of the goods;

**'Services'** means all services whether purchased or otherwise procured;

**'Vice Chancellor'** means the Vice Chancellor or in his absence a VCG member of Anglia Ruskin;

**The 'Tenders Procedures Group (TPG)'** means any two members of VCG (or their nominated deputies in their absence) or in the case of an Anglia Ruskin Subsidiary Company any two Directors of that Subsidiary Company.

Procurement shall be responsible for upholding tender procedures for capital works, associated services and goods and supplies procured through Anglia Ruskin or its subsidiary companies.

- 1.2 In order to comply with European legislation relating to public sector procurement Section B of this document shall apply only to proposed procurement, the total aggregate value potentially equals or exceeds the specified thresholds or limits taking account of the estimated total amount including any form of option and any renewals of the contract net of VAT. Arising from Commission Regulation (EC) No 1422/2007 of 4 December 2007 amending directives 2004/17/EC and 2004/18/EC of the European Parliament the thresholds (Net of VAT) on the 01 January 2010 (revised biannually) were (for Public Sector Bodies):

Works	:	€4,845,000	(GBP 3,927,260)
Supplies	:	€193,000	(GBP 156,422)
Services	:	€193,000	(GBP 156,422)

Where a proposed contract exceeds such limits, the matter shall be referred to the TPG or such other person(s) as the Board (or in cases of urgency, the Vice Chancellor) shall determine who shall implement the procedures described in Section C.

- 1.3 Where the proposed contract for supplies or services extends for an indefinite period or for a period which is uncertain then the anticipated monthly cost shall be multiplied by 48. Where the outcome exceeds the limits indicated in 1.2 above the matter shall be referred to the TPG who shall implement the procedures described in Section C and retrospectively inform as per paragraph 7 Authorities, Financial Delegations and Limits.
- 1.4 Where a proposed works contract is one of a number of contracts entered into or to be entered into all of which are to do with the carrying out of a single works project and the total value of the contracts exceed the limits in 1.2 above, the matter shall be referred to the TPG who shall implement the procedures described in Section C and retrospectively inform as per paragraph 7 Authorities, Financial Delegations and Limits.
- 1.5 In accordance with Article 30 of the Treaty of Rome nothing shall be done in the application of this Code of Tendering Practice which seeks to discriminate against foreign manufactured products or services or works offered by a foreign based concern.

## **Section B**

### **2. General Provision**

- 2.1 All contracts (including written) for the supply of works, goods or services over £125,000 and which do not exceed the limits referred to in paragraph 1.2 above made by or on our behalf shall comply with this Code of Tendering Practice subject to:
  - (a) compliance with any relevant United Kingdom legislation;
  - (b) compliance with any directives of the European Economic Union; or
  - (c) any other exceptions agreed by the Board.
- 2.2 Nothing in this Code of Tendering Practice shall require tenders to be invited if the TPG certify or it is agreed by a Board meeting that:
  - (a) in the case of contracts for the supply of works, goods or services:
    - (i) the items are available from only one supplier or are sold only at fixed prices, or the work to be executed consists of repairs to such items or there are legal reasons why only one supplier may be used; or
    - (ii) there are reasons connected with the protection of exclusive rights or technical, artistic or other reasons why there would be no genuine competition

and in either case there is no reasonably satisfactory alternative available; or

- (b) the extreme urgency of the contract prevents the invitation to tender; or
- (c) tendering procedures have been undertaken by any body of which we as a member, in accordance with any method authorised by the body concerned; or
- (d) it is not reasonably practicable or in our interest to invite tenders for reasons of irregular tenders or extreme urgency brought about by events unforeseeable to and not attributable to us.

2.3 TPG shall be authorised and retrospectively inform as per paragraph 7 Authorities, Financial Delegations and Limits or a Board meeting may agree to enter into contracts which take advantage of special offers for the supply of goods, works or services without formal tendering arrangements provided:

- (a) the terms are more favourable than an existing contract;
- (b) the terms do not prejudice an existing contract; and
- (c) all such arrangements are fully documented.

### 3. **Tendering**

Any contract of value exceeding £125,000 including work carried out under separate works contracts and as extra work under an existing contract, shall not be made without the invitation and consideration of competitive tenders or quotations obtained in accordance with one or more of the following procedures unless the TPG certify that an exception in accordance with paragraph 2.2 applies or such an exception shall be approved by a Board meeting.

### 4. **Tender**

#### 4.1 **Contracts up to £125,000**

Contracts, the estimated value of which is below £125,000, may be let by the Vice Chancellor or his nominee, for use within Anglia Ruskin. Competitive quotations are to be obtained unless the Vice Chancellor or his nominee certify it to be impracticable (ref Financial Regulation 11).

#### 4.2 **Contracts over £125,000 but which do not exceed the limits referred to in Section A, 1.2**

Authority to seek Contracts, the estimated value over £125,000 and do not exceed the limits referred to in Section 1.2, are subject to Regulation

paragraph 7 Authorities, Financial Delegations and Limits therein, after inviting tenders from at least three potential suppliers. These will normally be from a standing approved list compiled in accordance with 4.5 below, unless the TPG or Vice Chancellor certify that it is impracticable.

#### 4.3 **Open Tenders**

Tenders may be sought by invitation by advertisement from any potential supplier interested in undertaking the contract. The advertisement shall be via the e-tendering portal In-Tend. It may also be placed in the Official Journal of European Union (OJEU) or such trade journal(s) as are considered appropriate by the TPG or Board. It shall invite tenders for execution of the contract, stating its nature and purpose, when and where tender documents and other details may be obtained and the last date and time when tenders will be received. Where considered appropriate by the TPG or Board a charge may be made for the issue of tender documentation to potential suppliers requesting such documentation.

#### 4.4 **Standing Approved List**

Tenders may be invited from potential suppliers included in a standing list. The list will be compiled periodically following an assessment of a potential supplier's ability to meet our key performance criteria for a particular supply specification. This is normally done by:

- ◆ defining performance criteria for a particular supply specification;
- ◆ undertaking market research to identify the broadest range of potential suppliers. Advertising may be appropriate;
- ◆ issuing interested companies with the outline supply specification and criteria for pre-selection to the list;
- ◆ inviting interested companies to demonstrate by a set date their ability to meet the key performance criteria.

The list shall:

- (a) be compiled and maintained by Procurement and be made available to the Board on request;
- (b) contain the names of all persons who apply to be included in it unless otherwise decided by the TPG or the Board. Procurement shall maintain adequate documentation justifying any exclusions;

- (c) indicate whether a potential supplier whose name is included in it is approved for contracts for all, or only some, of specified values or amounts or categories; and
- (d) be amended as required at any time and reviewed at regular intervals.

We may approach potential suppliers to enquire if they wish their name to be added to the list of potential tenderers following advertisement for tenders which has not produced adequate response or for other good reason. This power also applies to regulation 4.4 and 4.6.

#### 4.5 **Ad Hoc Approved List**

Tenders may be invited from potential suppliers included on a list compiled following advertisement given in respect of a particular contract. This notice given in the manner described in 4.4 above (so far as appropriate) shall invite potential suppliers who undertake such contracts to apply to be placed on a list from which will be selected potential suppliers to submit tenders.

#### 4.6 **Framework Agreements**

A proposed contract for the execution of work (or services such as internal and external audit and legal advisers) forming part of a serial programme may be agreed, provided the terms of this programme have been negotiated with the contractor on the basis of the rates and prices contained in an initial contract awarded in accordance with the preceding tendering procedures under this Code of Tendering Practice.

#### 4.7 **Single Tenders**

Single tenders may be sought where the contract is one where the Board considers it to be in our interest that a tender is invited from a single approved contractor.

#### 4.8 **Period Contracts**

These contracts are the placing of orders under a period contract for the supply of goods, works or services; such contract shall have been awarded in accordance with the tendering procedures under this Code of Tendering Practice.

#### 4.9 **Nominated Sub-Contractors and Suppliers**

Tenders for work to be performed works, goods or materials to be supplied by nominated sub-contractors and suppliers shall be invited in accordance with this Code of Tendering Practice. The TPG, if satisfied, may certify, or a Board meeting approve, that it is not reasonably practicable to follow any of these methods and invite a tender from any sub-contractor(s) or supplier(s) as they may consider appropriate.

The TPG is authorised or a Board meeting may agree to nominate to the main contractor the prospective sub-contractor or supplier whose tender, obtained in accordance with the preceding sub-paragraph, is, in their opinion, the most satisfactory.

#### 4.10 **Engagement of Consultants or Other Agents**

It shall be a condition of the engagement of any consultant or other agent who is to be responsible to us for the placing and administration of a contract on its behalf, that in relation to that contract he / she shall:

- (a) comply with the requirements of these Regulations as though he / she were an employee of Anglia Ruskin subject to a modification that the tendering procedure shall be approved in advance by the TPG or a Board meeting;
- (b) at any time prior to or during the carrying out of the contract, produce to the TPG or a Board meeting on request all records maintained by him / her in accordance with these requirements and afford to the TPG or the Board the opportunity to inspect all relevant documents and attend the opening of tenders; and
- (c) on completion of a contract, or earlier where required, transmit to the TPG or a Board meeting all such records and appropriate documentation relevant to the contract.

#### 4.11 **Receipt and Custody**

##### **Conditions of submission of electronic documents**

- (i) Our preferred method is to only accept documents for tenders or quotations placed on its e-tendering system, In-Tend to be received electronically unless explicitly stated otherwise in the tenderer's instructions.
- (ii) A tender lodged electronically is deemed for all purposes to be the true and legal version, in writing, duly authorised and duly executed by the Tenderer and intended to have binding legal effect. Electronic signatures are unnecessary due to the security built into the system.
- (iii) Tenders submitted via the Electronic Tendering System must be received in full prior to the closing time.
- (iv) If the electronic files containing the tender are corrupt, contain a virus or are unreadable for any reason, the tender will not be considered.
- (v) Immediately prior to submitting a tender electronically the tenderer must check the electronic files making up the tender for viruses using fully current virus checking software and must remove all viruses from the files.
- (vi) We accept no responsibility for misunderstanding of instructions or incorrect use of the system.

(vii) Tenderer's acknowledge and accept, in respect of electronically transmitted tenders, that:

- Lodgement of large electronic files may take time and as such they must allow sufficient time to fully transmit all files prior to the closing time.
- We shall not be liable or responsible for the loss, damage, destruction or corruption of any tender, however caused.
- Faults in the tenderer's system are not our responsibility and no extension to the closing time will be made.
- The Server Clock displayed within the e-tendering system shall determine the time.

### **Paper tendering**

Where paper based tenders are invited, no tender will be received unless contained in a plain envelope which has been securely sealed and referenced as per documentation issued as requested. Such envelope shall not bear any distinguishing matter or mark (other than a postal franking mark, special delivery labels or similar or customs declaration) intended to indicate the identity of the sender and prospective tenderers shall be notified accordingly. Such envelope shall be addressed to, and shall remain in the secure and confidential custody of Procurement.

#### **4.12 Opening**

The opening of tenders and recording of their details shall be subject to the following regulations :

- (a) they shall not be opened before the appointed time;
- (b) they shall be opened at one time with the assistance of Procurement. In the case of e-tendering (In-Tend) one representative and for paper based tendering two representatives;

For values estimated between £50,000 and £125,000 the opening must be conducted by members of the CMT or TPG or as directed by the Board.

For values estimated between £125,000 and above the TPG must open.

- (c) any member of the Board, the VCG may be present at the opening of tenders;
- (d) the time and place appointed for the opening of tenders shall be notified to such persons as the TPG or Board may designate.

#### 4.13 **Late Tenders**

No tender or part of tender submission received after the tenders have been opened shall be considered. A tender or part of tender submission received after the time fixed for receipt but before other tenders have been opened may be considered provided there is no clear evidence that it was up-loaded or posted or despatched too late to be received in the normal course of post or other means of delivery by the due time. Any tender not considered because of late up-load or delivery shall be promptly returned to the sender by Procurement and no details of such tender shall be recorded or disclosed.

#### 4.14 **Alterations/Corrections**

No tender may be amended by the tenderer after the date and time fixed for the receipt of tenders. However, if errors are found in tenders, a tenderer shall be given the opportunity of either confirming or withdrawing his offer, or in those cases where priced bill of quantities or other priced documents is submitted under sealed cover in the same envelope as the tender, of amending arithmetical or others errors which the TPG or the Board consider genuine.

Procurement shall maintain a separate record of errors found in tenders.

#### 4.15 **Tender Interview**

Where an interview is considered by the TPG or Board as necessary, the panel will consist of two members of the TPG or their nominated representative and include the major stakeholders of the project. Procurement will be in attendance.

#### 4.16 **Acceptance**

A tender may only be accepted by us if:

- (a) it is the financially first ranked tender, i.e. lowest tender or highest in the case of a receipt; and
- (b) it is within the approved revenue estimates or capital accounts of Anglia Ruskin.

A tender other than the financially first ranked tender shall not be accepted except that:

The TPG (for contracts of estimated value up to £200,000) or the Board (for contracts exceeding £200,000) may accept a tender other than the financially first ranked, where operational considerations, or the period for completion, or running costs, or profitability, or technical or artistic merit, or quality or value for money or other substantial reason supports

such an acceptance. In any such case, a report will be presented to the Board explaining the reasons for the decision.

Such a report will not be required if the financially first ranked tenderer:

- (a) voluntarily withdraws his tender in writing prior to acceptance; or
- (b) is properly disqualified from acceptance.

#### 4.17 **Best-and-Final Offers**

The pursuit of value for money through further negotiations with the leading tenderer or by the seeking of best-and-final offers from a number of contestants may be helpful. The fundamental principle of fairness and even-handedness in dealing with the various competitors must, of course, be observed at all times. Because of the need for selectivity in operating these 'new' procedures, it is important, moreover, that decisions, either to open negotiations with the leading tenderer or to call for best-and-final offers (where negotiations with two or more bidders are involved), are taken at appropriately senior levels (i.e. VCG level).

#### 4.18 **Post Tender Negotiations**

The TPG or the Board may undertake post tender negotiations to achieve benefits to us provided:

- (a) suppliers are made aware of the rules of negotiation before submitting tenders;
- (b) the TPG (or their nominated representatives) or Board are present at the negotiations;
- (c) negotiations do not affect the basic terms on which the tenders were made;
- (d) negotiations are restricted to the selected Tenderer;
- (e) a written record of the negotiations is kept.

#### 4.19 **Procedures seeking clarification of tender bids**

Where under Best-and-Final offer procedure or Post Tender Negotiations clarification of tender details other than price are involved. These issues may be carried out by the TPG and / or Procurement team provided clear documentation of questions and answers are recorded and that tenderers are all asked the same questions.

#### 4.20 **Record of Tender Procedures**

Procurement shall prepare a record in relation to each tender procedure specifying:

- (a) details of the goods, works, or services to be supplied;
- (b) the names of those submitting tenders which were considered by us;
- (c) the names of those submitting tenders which were not considered by us and the reason why such tenders were not considered;
- (d) the names of those submitting unsuccessful tenders;
- (e) the name of the supplier submitting the successful tender and the reasons why the tender was accepted;
- (f) if known, details of any portion of the proposed supply of goods, works or services which it is intended by the successful supplier shall be sub-contracted;
- (f) the nature of the tender procedure adopted and why the procedure was chosen.

#### 4.21 **Lists of Tenderers**

The final decision as to whether any potential tenderer is admitted to any tender list shall rest with the Board.

#### 4.22 **Special Tender Procedure**

The Board may, at its absolute discretion, devise and implement any special tender process where it decides that such a process is in our best interests (e.g. electronic reverse auctions).

### **Section C - Contracts covered by the EU Public Procurement Regulation**

5. Where it is anticipated that a proposed contract exceeds the limits listed in paragraph 1.2 above, the TPG or such other person(s) as the Board shall determine (or in cases of urgency the Vice Chancellor), shall ensure that the adopted procurement procedure is conducted in accordance with appropriate UK and European legislation and in particular those procedures prescribed by:

Public Contracts Directive 2004/18/EC  
 Utility Contracts Directive 2004/17/EC  
 Standards Forms – Regulation 1564/2005

and any such amendments thereto.

In relation to such procedures:

## **6. Tenders**

### **6.1 Contracts Approval**

Authority to seek Contracts are subject to approval as defined in Regulation 7 of these Regulations. The contract may be let by the TPG or a Board meeting, following this approval.

## 6.2 **Charges for Tender Documents**

Where considered appropriate by the Board a charge may be made for the issue of tender documentation to potential suppliers requesting such documentation.

## 6.3 **Nominated Sub-Contractors and Suppliers**

Tenders for work to be performed or goods or materials to be supplied by nominated sub-contractors and suppliers shall be invited in accordance with this Code of Tendering Practice where appropriate.

The TPG is authorised or a Board meeting may agree to nominate to the main contractor the prospective sub-contractor or supplier whose tender, obtained in accordance with the preceding sub-paragraph, is, in their opinion the most satisfactory.

## 6.4 **Engagement of Consultants or Other Agents**

It shall be a condition of the engagement of any consultant or other agent who is to be responsible to us for the placing and administration of a contract on its behalf, that in relation to that contract he/she shall:

- (a) comply with the requirements of these Regulations as though he / she were an employee of Anglia Ruskin subject to a modification that the tendering procedure shall be approved in advance by the TPG or a Board meeting;
- (b) at any time prior to or during the carrying out of the contract, produce to the TPG or a Board meeting on request all records maintained by him in accordance with these requirements and afford to the TPG or the Board the opportunity to inspect all relevant documents and attend the opening of tenders; and
- (c) on completion of a contract, or earlier where required, transmit to the TPG or a Board meeting all such records and appropriate documentation relevant to the contract.

## 6.5 **Receipt and Custody**

### **Conditions of submission of electronic documents**

- (i) Our preferred method is to only accept documents for tenders or quotations placed on its e-tendering system, In-Tend to be received electronically unless explicitly stated otherwise in the tenderer's instructions.
- (ii) A tender lodged electronically is deemed for all purposes to be the true and legal version, in writing, duly authorised and duly executed by the Tenderer and intended to have binding legal effect. Electronic signatures are unnecessary due to the security built into the system.

- (iii) Tenders submitted via the Electronic Tendering System must be received in full prior to the closing time.
- (iv) If the electronic files containing the tender are corrupt, contain a virus or are unreadable for any reason, the tender will not be considered.
- (v) Immediately prior to submitting a tender electronically the tenderer must check the electronic files making up the tender for viruses using fully current virus checking software and must remove all viruses from the files.
- (vi) We accept no responsibility for misunderstanding of instructions or incorrect use of the system.
- (vii) Tenderer's acknowledge and accept, in respect of electronically transmitted tenders, that:
  - Lodgement of large electronic files may take time and as such they must allow sufficient time to fully transmit all files prior to the closing time.
  - We shall not be liable or responsible for the loss, damage, destruction or corruption of any tender, however caused.
  - Faults in the tenderer's system are not our responsibility and no extension to the closing time will be made.
  - The Server Clock displayed within the e-tendering system shall determine the time.

### **Paper tendering**

Where paper based tenders are invited, no tender will be received unless contained in a plain envelope which has been securely sealed and referenced as per documentation issued as requested. Such envelope shall not bear any distinguishing matter or mark (other than a postal franking mark, special delivery labels or similar or customs declaration) intended to indicate the identity of the sender and prospective tenderers shall be notified accordingly. Such envelope shall be addressed to, and shall remain in the secure and confidential custody of Procurement.

### **6.6 Opening**

The opening of tenders and recording of their details shall be subject to the following regulations :

- (a) they shall not be opened before the appointed time;
- (b) they shall be opened at one time with the assistance of Procurement. In the case of e-tendering (In-Tend) one representative and paper based tendering two representatives;

For values estimated between £50,000 and £125,000 the opening must be conducted by members of the CMT or TPG or as directed by the Board.

For values estimated between £125,000 and above the TPG must open.

- (c) any member of the Board, the VCG may be present at the opening of tenders;
- (d) the time and place appointed for the opening of tenders shall be notified to such persons as the TPG or the Board may designate.

#### 6.7 **Late Tenders**

A tender or part of tender submission received after the time fixed for receipt but before other tenders have been opened may be considered provided there is no clear evidence that it was up-loaded or posted or despatched too late to be received in the normal course of post or other means of delivery by the due time. Any tender not considered because of late up-load or delivery shall be promptly returned to the sender by Procurement and no details of such tender shall be recorded or disclosed.

#### 6.8 **Alterations / Corrections**

No tender may be amended by the tenderer after the date and time fixed for the receipt of tenders. However, if errors are found in tenders, a tenderer shall be given the opportunity of either confirming or withdrawing his offer, or in those cases where priced bill of quantities or other priced documents is submitted under sealed cover in the same envelope as the tender, of amending arithmetical or other errors which the TPG or the Board consider genuine.

Procurement shall maintain a separate record of errors found in tenders.

#### 6.9 **Tender Interview**

Where an interview is considered by the TPG or Board as necessary, the panel will consist of two members of the TPG or their nominated representative and include the major stakeholders of the project. Procurement will be in attendance

#### 6.10 **Acceptance**

A tender may only be accepted by us if:

- (a) it is the financially first ranked tender, i.e. lowest tender or highest in the case of a receipt; and

- (b) it is within the approved revenue estimates or capital accounts of Anglia Ruskin; and
- (c) a satisfactory assessment of the financial security of the successful tenderer has been established.

A tender other than the financially first ranked tender shall not be accepted except that:

The Board may accept a tender other the financially first ranked, where operational considerations, or the period for completion, or running costs, or profitability, or technical or artistic merit, or quality or value for money or other substantial reason supports such an acceptance. In any such case, a record will be maintained by the Board explaining the reasons for the decision. Such a record will not be required if the financially first ranked tenderer:

- (a) voluntarily withdraws his tender in writing prior to acceptance; or
- (b) is properly disqualified from acceptance.

#### 6.11 **Post Tender Negotiations**

The TPG or Board may undertake post tender negotiations to achieve benefits to us provided:

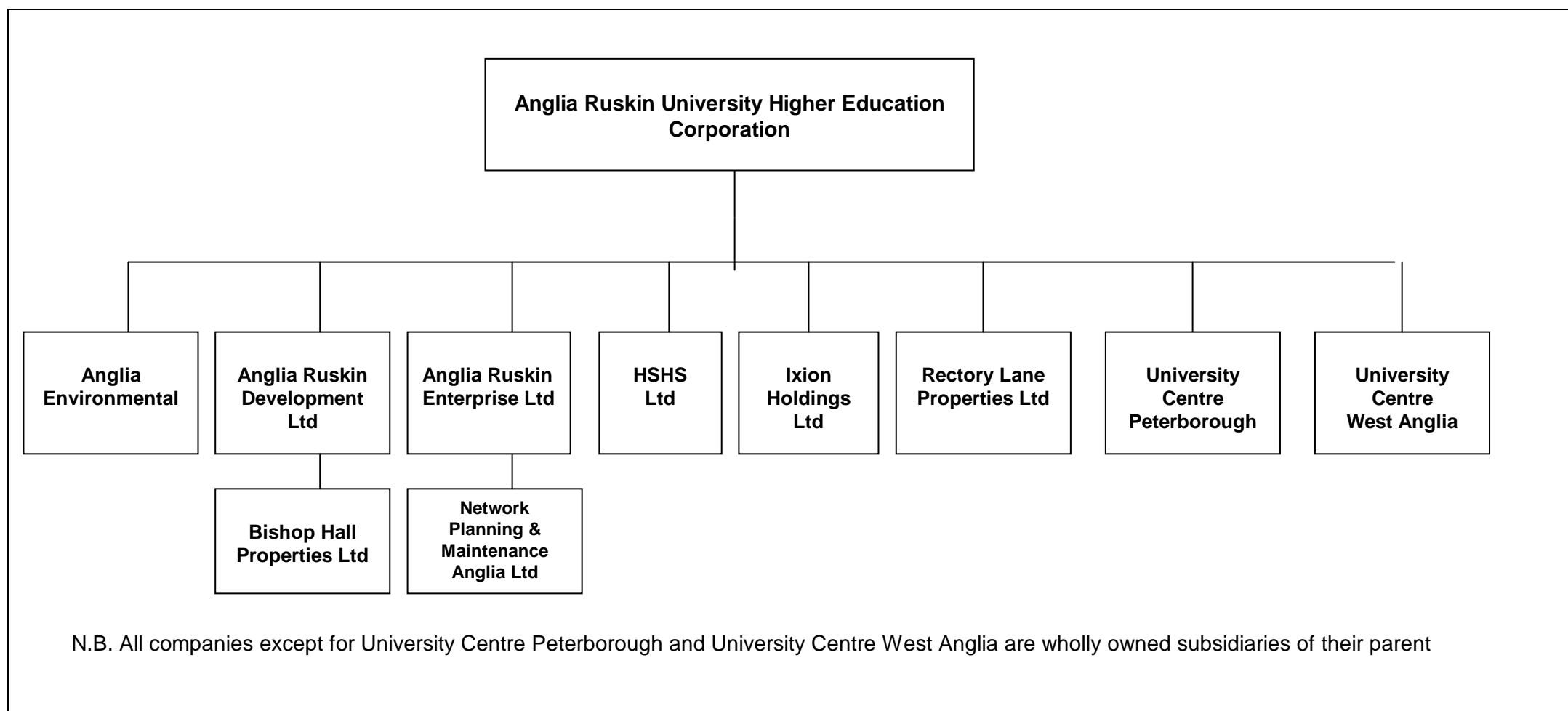
- (a) suppliers are made aware of the rules of negotiation before submitting tenders;
- (b) the TPG (or their nominated representatives) and / or Board (or its nominee(s) ) is present at the negotiation;
- (c) negotiations do not affect the basic terms on which the tenders were made;
- (d) negotiations are restricted to the selected Tenderer;
- (e) a written record of the negotiations is kept.

#### 6.12 **List of Tenderers**

The final decision as to whether any potential tenderer is admitted to any tender list shall rest with the Board.

## Anglia Ruskin University Group of Companies

### Company Structure



## 1. Key elements within Financial Regulations from Anglia Ruskin Enterprise Ltd

### 1.1 Interpretation:

'The Company' means Anglia Ruskin Enterprise Ltd;

'A Director' means a Director of Anglia Ruskin Enterprise Ltd;

'The Board' means the Board of Directors of Anglia Ruskin Enterprise Ltd;

'The Parent' means Anglia Ruskin University.

### 1.2 Authorities, Financial Delegation and Limits:

Expenditure:

- |       |                       |  |
|-------|-----------------------|--|
| (i)   | In excess of £500,000 | Following Board approval of the project to budgeted limits the TPG is authorised to award the contract within these limits. On occasions where the price exceeds these limits Board approval is required to proceed. |
| (ii)  | £125,000 - £500,000   | Following Board approval of the project to budgeted limits the TPG is authorised to award the contract within these limits. On occasions where the price exceeds these limits Board approval is required to proceed. |
| (iii) | Up to £125,000        | Any two Directors  |
| (iv)  | Up to £50,000         | Any one Director who may further delegate up to a limit of £10,000 to authorised persons whose signature must be lodged with the Director of Finance.  |

Income (supply of good and services by the Company):

Contracts:

- |       |                       |   |
|-------|-----------------------|---|
| (i)   | in excess of £500,000 | Board approval and referred to the parent for ratification per paragraph 17.4 of Anglia Ruskin's Regulations. |
| (ii)  |                       | £200,001 - £500,000 Board approval  |
| (iii) | Up to £200,000        | Any two Directors and Company Secretary   |
| (iv)  | Up to £100,000        | Any two Directors   |

(v) Up to £75,000

Any one Director who may further delegate up to a limit of £50,000 to authorised persons whose signature must be lodged with the Director of Finance.

### 1.3 **Tenders and Contracts**

All contracts for the supply of goods and services made by or on behalf of the Company shall comply with the Tender Regulations.

### 1.4 **Sealing of Documents**

(i) All land transactions

(ii) Legal charges or mortgages or loans

(iii) Contracts for the supply of provision of goods or services in excess of £250,000

## 2. Key elements within Financial Regulations from Network Planning & Maintenance Anglia Ltd

### 2.1 Interpretation:

'The Company' means Network Planning & Maintenance Anglia Ltd;

'A Director' means a Director of Network Planning & Maintenance Anglia Ltd;

'The Board' means the Board of Directors of Network Planning & Maintenance Anglia Ltd;

'The Ultimate Parent' means Anglia Ruskin.

### 2.2 Authorities, Financial Delegation and Limits:

Expenditure:

- |                           |  |
|---------------------------|--|
| (i) In excess of £500,000 | Following Board approval of the project to budgeted limits the TPG is authorised to award the contract within these limits. On occasions where the price exceeds these limits Board approval is required to proceed. |
| (ii) £125,000 - £500,000  | Following Board approval of the project to budgeted limits the TPG is authorised to award the contract within these limits. On occasions where the price exceeds these limits Board approval is required to proceed  |
| (iii) Up to £125,000      | Any two Directors  |
| (iv) Up to £50,000        | Any one Director who may further delegate up to a limit of £10,000 to authorised persons whose signature must be lodged with the Director of Finance   |

Income (supply of good and services by the Company):

Contracts:

- |                           |   |
|---------------------------|---|
| (i) in excess of £500,000 | Board approval and referred to the parent for ratification per paragraph 17.4 of Anglia Ruskin's Regulations. |
| (ii) £200,001 - £500,000  | Board approval  |
| (iii) Up to £200,000      | Any two Directors and Company Secretary   |
| (iv) Up to £100,000       | Any two Directors   |

- (v) Up to £75,000                      Any one Director who may further delegate up to a limit of £50,000 to authorised persons whose signature must be lodged with the Director of Finance.

### 2.3 **Tenders and Contracts**

All contracts for the supply of goods and services made by or on behalf of the Company shall comply with the Tender Regulations.

### 2.4 **Sealing of Documents**

- (i) All land transactions.
- (i) Legal charges or mortgages or loans.
- (ii) Contracts for the supply of provision of goods or services in excess of £250,000.

### 3. Key elements within Financial Regulations from Anglia Ruskin Development Ltd

#### 3.1 Interpretation:

'The Company' means Anglia Ruskin Development Ltd;

'A Director' means a Director of Anglia Ruskin Development Ltd;

'The Board' means the Board of Directors of Anglia Ruskin Development Ltd;

'The Parent' means Anglia Ruskin University.

#### 3.2 Authorities, Financial Delegation and Limits:

Expenditure:

- |                           |  |
|---------------------------|--|
| (i) In excess of £500,000 | Following Board approval of the project to budgeted limits the TPG is authorised to award the contract within these limits. On occasions where the price exceeds these limits Board approval is required to proceed. |
| (ii) £125,000 - £500,000  | Following Board approval of the project to budgeted limits the TPG is authorised to award the contract within these limits. On occasions where the price exceeds these limits Board approval is required to proceed  |
| (iii) Up to £125,000      | Any two Directors  |
| (iv) Up to £50,000        | Any one Director who may further delegate up to a limit of £10,000 to authorised persons whose signature must be lodged with the Director of Finance.  |

Income (supply of good and services by the Company):

Contracts:

- |                           |   |
|---------------------------|---|
| (i) in excess of £500,000 | Board approval and referred to the parent for ratification per paragraph 17.4 of Anglia Ruskin's Regulations. |
| (ii) £200,001 - £500,000  | Board approval  |
| (iii) Up to £200,000      | Any two Directors and Company Secretary   |
| (iv) Up to £100,000       | Any two Directors   |

- (v) Up to £75,000
- Any one Director who may further delegate up to a limit of £50,000 to authorised persons whose signature must be lodged with the Director of Finance.

### 3.3 **Tenders and Contracts**

All contracts for the supply of goods and services made by or on behalf of the Company shall comply with the Tender Regulations.

### 3.4 **Sealing of Documents**

- (i) All land transactions.
- (ii) Legal charges or mortgages or loans.
- (iii) Contracts for the supply of provision of goods or services in excess of £250,000.

## 4. Key elements within Financial Regulations from Bishop Hall Properties Ltd

### 4.1 Interpretation:

'The Company' means Bishop Hall Properties Ltd;

'A Director' means a Director of Bishop Hall Properties Ltd;

'The Board' means the Board of Directors of Bishop Hall Properties Ltd;

'The Ultimate Parent' means Anglia Ruskin.

### 4.2 Authorities, Financial Delegation and Limits:

Expenditure:

- |                           |  |
|---------------------------|--|
| (i) In excess of £500,000 | Following Board approval of the project to budgeted limits the TPG is authorised to award the contract within these limits. On occasions where the price exceeds these limits Board approval is required to proceed. |
| (ii) £125,000 - £500,000  | Following Board approval of the project to budgeted limits the TPG is authorised to award the contract within these limits. On occasions where the price exceeds these limits Board approval is required to proceed  |
| (iii) Up to £125,000      | Any two Directors  |
| (iv) Up to £50,000        | Any one Director who may further delegate up to a limit of £10,000 to authorised persons whose signature must be lodged with the Director of Finance..   |

Income (supply of good and services by the Company):

Contracts:

- |                           |   |
|---------------------------|---|
| (i) in excess of £500,000 | Board approval and referred to the parent for ratification per paragraph 17.3 of Anglia Ruskin's Regulations. |
| (ii) £200,001 - £500,000  | Board approval  |
| (iii) Up to £200,000      | Any two Directors and Company Secretary   |
| (iv) Up to £100,000       | Any two Directors   |
| (v) Up to £75,000         | Any one Director who may further  |

delegate up to a limit of £50,000 to authorised persons whose signature must be lodged with the Director of Finance.

#### 4.3 **Tenders and Contracts**

All contracts for the supply of goods and services made by or on behalf of the Company shall comply with the Tender Regulations.

#### 4.4 **Sealing of Documents**

- (i) All land transactions.
- (ii) Legal charges or mortgages or loans.
- (iii) Contracts for the supply of provision of goods or services in excess of £250,000.

## Retention of Records

The following documents shall be retained by the Support Service and for the period outlined in the following pages. (Further details may be obtained from the Office of the Secretary & Clerk.)

Document	Retention Years	Retained by
<b>v Academic Departments</b>		
Senate papers	Permanently	Academic Office
Senate Committee papers	6 years	Academic Office
Course documentation	Life of course plus 6 years	Academic Office
External assessors documentation	6 years or until after the next review period if longer than 5 years	Academic Office
HEQC audit papers	Until after the next main audit	Academic Office
HEQC reports	12 years	Academic Office
HEQC self assessment documentation (subject paperwork)	Until next subject visit	Academic Office
HEQC self assessment documentation (ASA paperwork)	12 years	Academic Office
Memorandum of Co-operation	6 years or until the next review period	Academic Office
Students' personal files	6 years after leaving the University	Faculties

<b>Document</b>	<b>Retention Years</b>	<b>Retained by</b>
<b>u Accounting Records</b>		
Periodic internal finance reports	6 years	Financial Services
Taxation returns and records	6 years	Financial Services
<b>u Agreements and other related correspondence</b>		
Contracts Under Seal	12 years after expiring	Office of the Secretary & Clerk
Other contracts	6 years after expiring	Office of the Secretary & Clerk
Licensing agreements	12 years after expiring	Office of the Secretary & Clerk
Rental and Hire Purchase	12 years after expiring	Office of the Secretary & Clerk
Indemnities and Guarantees	12 years after expiring	Office of the Secretary & Clerk
Tender documents	6 years	Office of the Secretary & Clerk
Trust Deeds	Permanently	Office of the Secretary & Clerk
EU funded projects	12 years	Office of the Secretary & Clerk
<b>u Banking Records</b>		
Bank statements	6 years	Financial Services
Instructions to banks	6 years after ceasing to be effective	Financial Services
Cheques, bills of exchange and other negotiable instruments	6 years	Financial Services

<b>Document</b>	<b>Retention Years</b>	<b>Retained by</b>
<b>u Employees</b>		
Job application and interview records	6 months	HRS
Payroll records / payroll claims forms	6 years	Financial Services
Time sheets Services	6 years	HRS / Financial
PAYE and NI records	6 years	Financial Services
Patent agreement and confidentiality / secrecy agreements with staff	20 years after employment ceases	Office of the Secretary & Clerk
Personnel and training records	6 years after employment ceases	HRS
Senior executive records	For historical purposes - an extract permanently	Office of the Secretary & Clerk
Expense claims	6 years	Financial Services
Monthly absence returns	6 years	HRS
Collective agreements	10 years after ceasing to be effective	Office of the Secretary & Clerk
JCNG & JCNP papers and minutes	6 years	HRS
<b>u Expenditure Records</b>		
Orders / Requisitions	6 years	Financial Services
Invoices	6 years	Financial Services

<b>Document</b>	<b>Retention Years</b>	<b>Retained by</b>
<b>∩ Health and Safety documents</b>		
Medical surveillance under COSHH	40 years	Office of the Secretary & Clerk
Risk assessments under COSHH	40 years	Office of the Secretary & Clerk
Risk assessments under Management of H&S regulations	40 years	Office of the Secretary & Clerk
Accident records	40 years	Office of the Secretary & Clerk
<b>∩ Income Records</b>		
Sundry debtors accounts	6 years	Financial Services
<b>∩ Insurance</b>		
Public liability policies	Permanently	Office of the Secretary & Clerk
Product liability policies	Permanently	Office of the Secretary & Clerk
Employers' liability policies	Permanently	Office of the Secretary & Clerk
Other policies	12 years after lapse	Office of the Secretary & Clerk
Claims correspondence	6 years after settlement	Office of the Secretary & Clerk
Accident reports and relevant correspondence	6 years after settlement	Office of the Secretary & Clerk

<b>Document</b>	<b>Retention Years</b>	<b>Retained by</b>
<b>⌵ Litigation and Appeals</b>		
Files relating to legal Secretary proceedings (including tribunals)	12 years	Office of the & Clerk
Files relating to hearings Secretary conducted by the Board or a Board Committee in accordance with Anglia Ruskin Regulations	12 years	Office of the & Clerk
<b>⌵ Pension Records</b>		
Death in service schemes	12 years after settlement of claim or final cessation of benefit	HRS
<b>⌵ Property documents</b>		
Deeds of title	Until sold or transferred from Anglia Ruskin or Company	Office of the Secretary & Clerk
Leases	12 years after termination and any terminal queries have been settled	Office of the Secretary & Clerk
Agreements with architects, builders	Permanently	Office of the Secretary & Clerk
Patent and trade mark records	Permanently	Office of the Secretary & Clerk
Reports and opinions	12 years after last correspondence	Office of the Secretary & Clerk

<b>Document</b>	<b>Retention Years</b>	<b>Retained by</b>
<b>∩ Stock</b>		
Inventory	5 years	Financial Services
Stock valuations	3 years	Financial Services
<b>∩ Student documents</b>		
Registration forms and allied letters	6 years after leaving Anglia Ruskin	Financial Services
Student loans	6 years	Financial Services
Record of Awards	Permanently	Academic Office
Results / marks	Permanently	ISMS
Admissions records	6 months	Admissions
<b>∩ University and Company Records</b>		
Certificate of Incorporation	Permanently	Office of the Secretary & Clerk
Company & Trust minute books	Permanently	Office of the Secretary & Clerk
Board & Board Committee minutes	Permanently	Office of the Secretary & Clerk
Report and accounts (signed copy)	Permanently	Office of the Secretary & Clerk
Trust deeds (original and copy)	Permanently	Office of the Secretary & Clerk

<b>Document</b>	<b>Retention Years</b>	<b>Retained by</b>
<b>v University and Company Records (contd.....)</b>		
Memorandum and Articles of Association (signed original)	Permanently	Office of the Secretary & Clerk
Sealing Register	Permanently	Office of the Secretary & Clerk
Register of Directors and Secretaries (original)	Permanently	Office of the Secretary & Clerk
Directors' service contracts	6 years after employment ceases	Office of the Secretary & Clerk
Register of Board Members/ Directors' interests	Permanently	Office of the Secretary & Clerk
Register of charges	Permanently	Office of the Secretary & Clerk
Register of members	Permanently	Office of the Secretary & Clerk
Forms of acceptance and transfer	12 years	Office of the Secretary & Clerk
Renounced share certificates	12 years from renunciation	Office of the Secretary & Clerk
Share & stock transfer forms	12 years after transfer	Office of the Secretary & Clerk
Return of allotments	12 years	Office of the Secretary & Clerk
Annual return	Permanently	Office of the Secretary & Clerk

Document	Retention Years	Retained by
<b>⌵ University and Company Records (contd.....)</b>		
Court orders	12 years	Office of the Secretary & Clerk
Powers of attorney	12 years	Office of the Secretary & Clerk
Cancelled share/ stock certificates	Until annual audit, following cancellation	Office of the Secretary & Clerk

## Schedule of subsequent changes to the Financial Regulations

The list below details the subsequent changes (in blue) made to the Financial Regulations and when they were changed, with the reference numbers aligning to those contained in the main body of the text.

Date change made	Location	Changes made
25/11/2010	3	<b>Background</b>
		The chief executive officer of Anglia Ruskin is the Vice Chancellor of the University who has a general responsibility to the Board of Governors for the organisation, direction and management of the University. Under the terms of the Financial Memorandum between us the University and the Higher Education Funding Council (HEFCE), the Vice Chancellor is the designated officer- Accountable Officer of the University Anglia Ruskin and in that capacity has to satisfy the Board that the conditions in is personally responsible to the Board for ensuring compliance with the terms of the Financial Memorandum are complied with and for providing HEFCE with clear assurances to that effect.
	3	<b>Financial Control</b>
	3.5	Whenever any matter arises which involves, or is thought to involve, irregularities or fraud concerning cash, stores or other property of the University Anglia Ruskin or any other suspected irregularity in the exercise of our the activities of the University, the Dean/Head concerned shall normally notify the Clerk who will convene the Fraud Response Group and they will take such steps as he/she they considers necessary by way of investigation and involvement of internal audit (see also section 35 on public interest disclosures and Appendix B - penultimate bullet point reference iii). The Fraud Prevention Policy, Guidance & Fraud Response Plan can be accessed on the HRS website.
	4	<b>Financial Management and Budgets</b>
		<b>Revenue Budgets</b>
	4.4	Under the terms of the Financial Memorandum with HEFCE we shall plan and conduct our financial and academic affairs so as to ensure that the total income is not less than sufficient taking one financial year with another to meet the total expenditure and that our financial solvency is maintained. In pursuit of our longer term objectives, the accrued recurrent expenditure may exceed the accrued recurrent income in any financial year but only subject to us meeting either of the following conditions: remain sustainable and financially viable and assess take and manage risks in a balanced way that does not overly constrain freedom of action in the future. To achieve this overriding objective we will take actions to: (i) either that the deficit in income is covered by general reserves which can be applied at our discretion, or stay solvent (ii) that, where there are insufficient discretionary reserves to cover the deficit in income, a deficit will be incurred in no more than two consecutive years. A deficit of less than 0.5 per cent of total income as defined in the audited accounts for the year in question, or £500,000, whichever is the lower, will not be taken into consideration for these purposes. not incur deficits, unless these are covered by discretionary reserves. Any deficits not covered by these reserves will be recovered within 3 years, or within a period agreed by HEFCE. For this purpose, any pension scheme deficits included on our balance sheet following implementation of FRS17 shall be excluded from the calculation of reserves. However, we will still work towards improving any pension scheme deficits. Any accumulated deficit meeting the condition in (ii) above must be cleared by the end of the third financial year after the year in which the deficit began to accumulate. An accumulated deficit will be considered to be cleared if it is less than 0.5 per cent of the total income as recorded in our audited accounts for the latest available financial year, or £500,000 whichever is the lower. Under exceptional circumstances HEFCE may waive these conditions and substitute others on written application from us.