

UNIVERSITY HOSPITALS OF LEICESTER NHS TRUST
STANDING ORDERS

March 2023

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UNIVERSITY HOSPITALS OF LEICESTER NHS TRUST

STANDING ORDERS

FOREWORD

The Trust's Standing Orders set out the formal structure of the Trust and the overall regulatory framework for the conduct of its business. They are an essential part of the framework of controls which the Trust Board has put in place to ensure that all activities are carried out in accordance with the law and the Seven Principles of Public Life (the 'Nolan Principles') which underpin the work of the NHS.

Accountability - Everything done by staff who work in the Trust must be able to stand the test of Parliamentary scrutiny, public judgements on propriety and professional codes of conduct.

Honesty - There must be an absolute standard of honesty in dealing with the assets of the Trust: integrity should be the hallmark of all personal conduct in decisions affecting patients, colleagues and suppliers, and in the use of information acquired in the course of Trust duties.

Openness - There must be sufficient transparency about the business of the Trust to promote confidence between the Trust and its staff, patients and the public.

Selflessness: Holders of public office should act solely in the terms of the public interest. They should not do so in order to gain financial or other benefits for themselves, their family or their friends.

Integrity: Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.

Objectivity: In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

Leadership: Holders of public office should promote and support these principles by leadership and example

The Trust Board has also approved Standing Financial Instructions which set out the financial rules adopted by the Trust, and Reservation of Powers to the Board and Delegation of Powers, which set out arrangements for the exercise of the Trust's functions. The Trust's Standing Orders should be read in conjunction with the Standing Financial Instructions and Reservation of Powers to the Board and Delegation of Powers.

The Standing Orders, Standing Financial Instructions and Reservations of Powers to the Board and Delegation of Powers provide a comprehensive business framework. They fulfil the dual role of protecting the Trust's interests and protecting staff from any

possible accusation that they have acted less than properly. All Executive and Non-Executive Directors, and all members of staff, should be aware of the existence of these documents and, where necessary, be familiar with the detailed provisions.

The Standing Orders incorporate provisions of the National Health Service Trusts (Membership and Procedure) Regulations 1990 SI(1990)2024 as amended: such provisions are indicated in italics and are not subject to suspension under SO 3.31.

If difficulty arises regarding the interpretation or application of any of these Standing Orders, advice should be sought from the Director of Corporate and Legal Affairs, **BEFORE** any action is taken.

FAILURE BY A MEMBER OF STAFF TO COMPLY WITH STANDING ORDERS IS POTENTIALLY A DISCIPLINARY OFFENCE WHICH COULD RESULT IN DISMISSAL IN CASES OF GROSS MISCONDUCT.

All senior staff to whom these Standing Orders are issued are responsible for ensuring that their staff are informed of the provisions of the Standing Orders and of any amendments, as and when issued.

INTRODUCTION

Statutory Framework

University Hospitals of Leicester NHS Trust (the Trust) is a body corporate which was established under University Hospitals of Leicester National Health Service Trust (Establishment) Order 1999 (SI (1999) No 2921) (the Establishment Order) as varied by the University Hospitals of Leicester National Health Service Trust (Establishment) Amendment Order 2003.

The principal places of business of the Trust are:-

Glenfield Hospital, Groby Road, Leicester, LE3 9QP,
Leicester General Hospital, Gwendolen Road, Leicester, LE5 4PW, and
Leicester Royal Infirmary, Infirmary Square, Leicester, LE1 5WW,

NHS Trusts are governed by statute, mainly the National Health Service Act 2006 and the National Health Service Act 1977 (NHS Act 1977). Health and Social Care Act 2012

The statutory functions conferred on the Trust are set out in the National Health Service Act and in the Trust's Establishment Order.

As a body corporate the Trust has specific powers to contract in its own name and to act as a corporate trustee. In the latter role it is accountable to the Charity Commission for those funds deemed to be charitable. The Trust also has a common law duty as a bailee for patients' property held by the Trust on behalf of patients.

The Membership and Procedure Regulations 1990 (SI(1990)2024) as amended require the Trust to adopt Standing Orders (SOs) for the regulation of its proceedings and business.

NHS Framework

In addition to the statutory requirements the Secretary of State for Health through the Department of Health issues further directions and guidance. These are normally issued under cover of a circular or letter.

Included in the Manual are the Codes of Conduct and Accountability for NHS Boards. The Code of Accountability requires that, inter alia, Boards draw up a schedule of decisions reserved to the Board, and ensure that management arrangements are in place to enable responsibility to be clearly delegated to senior executives (a Scheme of Delegation). The Code also requires the establishment of an Audit Committee and a Remuneration Committee with formally agreed terms of reference. The Code of Conduct stipulates various requirements concerning possible conflicts of interest of Board Directors.

The Code of Practice on Openness in the NHS sets out the requirements for public access to information on the NHS.

Delegation of Powers

Under the Standing Orders relating to the Arrangements for the Exercise of Functions (SO 4), the Board exercises its powers to make arrangements for the exercise, on behalf of the Trust, of any of its functions by a Committee or Sub-Committee appointed by virtue of SO 5 or by an Officer of the Trust, in each case subject to such restrictions and conditions as the Board thinks fit or as the Secretary of State may direct. Delegated powers are covered in a separate document, Reservation of Powers to the Board and Delegation of Powers. That document has effect as if incorporated into the Standing Orders.

1. **INTERPRETATION**

- 1.1 Save as permitted by law, at any meeting the Chair of the Trust shall be the final authority on the interpretation of Standing Orders (on which he shall be advised by the Director of Corporate and Legal Affairs).
- 1.2 Any expression to which a meaning is given in the Health Service Acts or in the Regulations or Orders made under the Acts shall have the same meaning in this interpretation and in addition:-

“Accountable Officer” shall be the Officer responsible and accountable for funds entrusted to the Trust. He shall be responsible for ensuring the proper stewardship of public funds and assets. For this Trust it shall be the Chief Executive.

“Board” shall mean the Chair and Non-Executive Directors, appointed by the Secretary of State/Appointments Commission, and the Executive Directors appointed by the relevant committee of the Trust.

“Budget” shall mean a resource, expressed in financial terms, proposed by the Board for the purpose of carrying out, for a specific period, any or all of the functions of the Trust.

“Budget Holder” shall mean the Director (excluding Non-Executive Directors), Divisional Director, Clinical Management Group (CMG) Manager or such employee as they may authorise with delegated authority to manage finances (income and expenditure) for a specific area of the organisation.

“Call off order”

A call off order is an order that is called off from a purchase agreement or Framework where specific volumes and times to be purchased are not fully defined, but pricing is contractually agreed for a specific period of time. This agreement/framework will have been constructed to enable a total volume of business to be called off as and when required, with each call off constituting individual contracts.

“Chair” is the person appointed on behalf of the Secretary of State for Health by the Appointments Commission to lead the Board and to ensure that it successfully discharges its overall responsibility for the Trust as a whole. The expression “The Chair of the Trust” shall be deemed to include the Vice-Chair of the Trust if the Chair is absent from the meeting or is otherwise unavailable.

“Chief Executive” shall mean the Chief Officer of the Trust.

“Commercial Approval” means, the invitation of tenders, quotes, mini-competitions and pricing agreements. The recommendation of contract awards and the issuing of documentation as described at paragraph 9.4.6.

“Commissioning” means the process for determining the need for and for obtaining the supply of healthcare and related services by the Trust within available resources.

“Committee” shall mean a Committee appointed by the Trust.

“Committee Members” shall be persons formally appointed as the membership by the Trust to sit on or to chair specific Committees.

“Contracting and procuring” means the systems for obtaining the supply of goods, materials, manufactured items, services, building and engineering services, works of construction and maintenance and for disposal of surplus and obsolete assets.

“Contract Register” means the electronic register of contract information

“Direct Award” is an award of a contract or Order from a Framework

“Director” shall mean a person appointed as a Director in accordance with the Membership and Procedure Regulations and includes the Chair.

“Chief Finance Officer” shall mean the Chief Financial Officer of the Trust.

“Establishment Order” shall mean The University Hospitals of Leicester National Health Service Trust (Establishment) Order (SI (1999) No 2921) as varied by the University Hospitals of Leicester National Health Service Trust (Establishment) Amendment Order 2003.

“Funds Held on Trust” shall mean those funds which the Trust holds at its date of incorporation, receives on distribution by statutory instrument, or chooses subsequently to accept under powers derived under the National Health Service Act 2006. Such funds may or may not be charitable.

“Health Service Body” shall have the meaning assigned under Part 2 of the National Health Service Act 2006.

“Membership and Procedure Regulations” shall mean the National Health Service Trusts (Membership and Procedure) Regulations 1990 (SI (1990) 2024) (as amended).

“Motion” means a formal proposition to be discussed and voted on during the course of a meeting.

“NHS Contract” shall have the meaning assigned by the National Health Service Act 2006.

“Nominated Officer” means an Officer charged with the responsibility for discharging specific tasks within SOs and SFIs.

“Officer” means an employee of the Trust or any other person holding a paid appointment or office with the Trust.

“Procurement Manual” means the manual which provides information and guidance on the procurement rules and processes in place within the Trust

“Public Services Contract” means a Services Contract where the estimated value of consideration which the Trust expects to give under the contract (net of VAT) is equivalent to or greater than the limits set by the Public Contract Regulations 2015.

“Public Supply Contract” means a Supplies Contract where the estimated value of consideration which the Trust expects to give under the contract (net of VAT) is equivalent to or greater than the limits set by the Public Contracts Regulations 2015.

“Procurement Team” means the team that is headed up by the Head of Procurement and Supplies

“Public Works Contract” means a contract for, or under which the Trust engages a person to procure by any means to specified requirements, building and engineering works of construction and maintenance of the types listed in Schedule 1 of the Public Works Contracts Regulations 2015 where the estimated value of the consideration which the Trust expects to give under the contract (net of VAT) is equivalent to or greater than the limits set by the Public Contracts Regulations 2015.

“Framework Agreement” means an agreement between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.

“Secretary” means a person appointed by the Trust to act independently of the Board to provide advice on corporate governance issues to the Chair and Trust Board and monitor the Trust’s compliance with the law, SOs, and

observance of Department of Health guidance. For this Trust it shall be the Director of Corporate and Legal Affairs.

“Services Contract” means a contract for the provision of professional or other services other than under an NHS Contract,

“SFIs” means Standing Financial Instructions.

“SOs” means Standing Orders.

“Sub-Committee” shall mean a Sub-Committee appointed by the Trust.

“Sub-Committee Members” shall be persons formally appointed as the membership by the Trust to sit on or to chair specific Sub-Committees.

“Supplies Contract” means a contract for the purchase or hire of goods including any siting or installation other than under an NHS Contract.

“Trust” means University Hospitals of Leicester NHS Trust.

“Vice-Chair” means the Non-Executive Director appointed by the Trust to take on the Chair’s duties if the Chair is absent for any reason.

“Works Contract” means a contract for building and engineering works of construction and maintenance including a public works contract other than an NHS Contract.

- 1.3** All references to the masculine gender shall read as equally applicable to the feminine gender.

2. THE TRUST

- 2.1 All business shall be conducted in the name of the Trust.
- 2.2 All funds received in trust shall be in the name of the Trust as corporate trustee. In relation to funds held on trust, powers exercised by the Trust as corporate trustee shall be exercised separately and distinctly from those powers exercised as a Trust.
- 2.3 The Trust has the functions conferred on it by Schedule 4 NHS Trusts Established Under Section 25 Chapter 3 of the National Health Service Act 2006 and by its Establishment Order.
- 2.4 Directors acting on behalf of the Trust as corporate trustee are acting as quasi-trustees. Accountability for charitable funds held on trust is to the Charity Commission.
- 2.5 The Trust has resolved that certain powers and decisions may only be exercised or made by the Board in formal session. These powers and decisions are set out in the document Reservation of Powers to the Board and Delegation of Powers and have effect as if incorporated into the Standing Orders.
- 2.6 **Composition of the Trust** - In accordance with the Establishment Order and Membership and Procedure Regulations the composition of the Board of the Trust shall be:-

The Chair of the Trust,

7 Non-Executive Directors, including a nominee of the University of Leicester as the Trust is to be regarded as having a significant teaching commitment within the meaning of paragraph 5 (1) (D) of Schedule 4 to the National Health Service Act 2006, as amended

5 Executive Directors, namely:-

- the Chief Executive (the Chief Officer),
- the Chief Financial Officer (the Chief Finance Officer),
- the Medical Director (a medical or dental practitioner),
- the Chief Operating Officer
- the Chief Nurse (a registered nurse or midwife)

- 2.7 **Appointment of the Chair and Directors** - The Chair and Non-Executive Directors are appointed by the Secretary of State/Appointments Commission. The Trust shall appoint a Committee whose members shall be the Chair and (at least two of) the Non-Executive Directors of the Trust whose function will be to appoint the Chief Officer as a Director of the Trust. The Trust shall appoint a Committee whose members shall be the Chair, (at least two of) the Non-Executive Directors and the Chief Officer whose function will be to appoint the Executive Directors of the Trust other than the Chief Officer.

- 2.8 Terms of Office of the Chair and Directors** - The rules governing the period of tenure of office of the Chair and Directors and the termination or suspension of office of the Chair and Directors are contained in the Membership and Procedure Regulations.
- 2.9 Appointment of Vice-Chair** - For the purpose of enabling the proceedings of the Trust to be conducted in the absence of the Chair, the Directors of the Trust may appoint a Non-Executive Director from amongst them to be Vice-Chair for such a period, not exceeding the remainder of his term as Non-Executive Director of the Trust, as they may specify on appointing him.
- 2.10 Any Non-Executive Director** - So elected may at any time resign from the office of Vice-Chair by giving notice in writing to the Chair and the Directors of the Trust may thereupon appoint another Non-Executive Director as Vice-Chair in accordance with paragraph 2.9.
- 2.11 Powers of Vice-Chair** - Where the Chair of an NHS Trust has died or has otherwise ceased to hold office or where he has been unable to perform his/her duties as Chair owing to illness, absence from England and Wales or any other cause, references to the Chair shall, so long as there is no Chair able to perform his/her duties, be taken to include references to the Vice-Chair.
- 2.12 Joint Directors** - Where more than one person is appointed jointly to a post in the Trust which qualifies the holder for Executive Directorship or in relation to which an Executive Director is to be appointed, those persons shall become appointed as an Executive Director jointly, and shall count for the purpose of Standing Order 2.6 as one person.

3. MEETINGS OF THE TRUST

3.1 Admission of the Public and Press - the public and representatives of the press shall be afforded facilities to attend all formal meetings of the Board but shall be required to withdraw upon the Board resolving as follows:-

“That pursuant to the Public Bodies (Admission to Meetings) Act 1960 the public be excluded from the remainder of this meeting having regard to the confidential nature of the business to be transacted, publicity on which would be prejudicial to the public interest”. (Section 1 (2) Public Bodies (Admission to Meetings) Act 1960).

3.2 The Chair (or Vice-Chair) shall give such directions as they see fit in regard to the arrangements for meetings and accommodation of the public and representatives of the press such as to ensure that the Board’s business shall be conducted without interruption and disruption and, without prejudice to the power to exclude on grounds of the confidential nature of the business to be transacted, the public will be required to withdraw upon the Board resolving as follows:-

“That in the interests of public order the meeting adjourn for (the period to be specified) to enable the Board to complete business without the presence of the public” (Section 1(8) Public Bodies (Admission to Meetings) Act 1960).

3.3 Nothing in these Standing Orders shall require the Board to allow members of the public or representatives of the press to record proceedings in any manner whatsoever, other than writing, or to make any oral report of proceedings as they take place without the prior agreement of the Board.

3.4 Calling Meetings - Ordinary meetings of the Trust shall be held at such times and places as the Board may determine.

3.5 The Chair may call a meeting of the Trust at any time. If the Chair refuses to call a meeting after a requisition for that purpose, signed by at least one-third of the whole number of Directors, has been presented to them, or if, without so refusing, the Chair does not call a meeting within seven days after such requisition has been presented to them, such one third or more Directors may forthwith call a meeting.

3.6 Notice of Meetings - Before each meeting of the Trust, a notice of the meeting, specifying the business proposed to be transacted at it, and signed by the Chair or by an Officer of the Trust authorised by the Chair to sign on his behalf shall be delivered to every Director, or sent by post to the usual place of residence of such Director, so as to be available to him at least three clear days before the meeting.

3.7 Subject to Standing Order 3.9, lack of service of the notice on any Director shall not affect the validity of a meeting.

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In the case of a meeting called by Directors in default of the Chair, the notice shall be signed by those Directors and no business shall be transacted at the meeting other than that specified in the notice.

- 3.9** Failure to serve such a notice on more than three Directors will invalidate the meeting. A notice shall be presumed to have been served at the time at which the notice would be delivered in the ordinary course of the post.
- 3.10** **Setting the Agenda** - The Board may determine that certain matters shall appear on every agenda for a meeting of the Board and, if the Board so decides, these shall be addressed prior to any other business being conducted. (Such matters may be identified within these SOs or following subsequent resolution listed in an Appendix to the SOs).
- 3.11** A Director desiring a matter to be included on an agenda shall make his request in writing to the Chair at least 10 clear days before the meeting, subject to SO 3.6. Requests made less than 10 days before a meeting may be included on the agenda at the discretion of the Chair.
- 3.12** **Chair of Meeting** - At any meeting of the Trust, the Chair, if present, shall preside. If the Chair is absent from the meeting the Vice-Chair, if there is one and they are present, shall preside. If the Chair and Vice-Chair are absent such Non-Executive Director as the Directors present shall choose shall preside.
- 3.13** If the Chair is absent from a meeting temporarily on the grounds of a declared conflict of interest the Vice-Chair, if present, shall preside. If the Chair and Vice-Chair are absent, or are disqualified from participating, such Non-Executive Director as the Directors present shall choose shall preside.
- 3.14** **Annual Public Meeting** - The Trust will publicise and hold an Annual Public Meeting in accordance with the NHS Trusts (Public Meetings) Regulations 1991 (SI(1991)482).
- 3.15** **Notices of Motion** - A Director of the Trust desiring to move or amend a motion shall send a written notice thereof at least 10 clear days before the meeting to the Chair, who shall insert in the agenda for the meeting all notices so received subject to the notice being permissible under the appropriate regulations. This paragraph shall not prevent any motion being moved during the meeting without notice on any business mentioned on the agenda subject to SO 3.8.
- 3.16** **Withdrawal of Motion or Amendments** - A motion or amendment once moved and seconded may be withdrawn by the proposer with the concurrence of the seconder and the consent of the Chair.
- 3.17** **Motion to Rescind a Resolution** - Notice of motion to amend or rescind any resolution (or the general substance of any resolution) which has been passed within the preceding 6 calendar months shall bear the signature of the Director who gives it and also the signatures of 4 other Directors. When any such motion has been disposed of by the Trust, it shall not be competent for any Director other than

the Chair to propose a motion to the same effect within 6 months; however, the Chair may do so if he considers it appropriate.

3.18 Motions - The mover of a motion shall have a right of reply at the close of any discussion on the motion or any amendment thereto.

3.19 When a motion is under discussion or immediately prior to discussion it shall be open to a Director to move:-

- an amendment to the motion,
- the adjournment of the discussion or the meeting,
- that the meeting proceed to the next business (*),
- the appointment of an ad hoc Committee to deal with a specific item of business,
- that the motion be now put (*),
- a motion under Section 1 (2) of the Public Bodies (Admission to Meetings) Act 1960 resolving to exclude the public.

* In the case of the sub-paragraphs denoted by (*) above, to ensure objectivity, such motions may only be put by a Director who has not previously taken part in the debate.

No amendment to the motion shall be admitted if, in the opinion of the Chair of the meeting, the amendment negates the substance of the motion.

3.20 Chair's Ruling - Statements of Directors made at meetings of the Trust shall be relevant to the matter under discussion at the material time and the decision of the Chair of the meeting on questions of order, relevancy, regularity and any other matters shall be observed at the meeting.

3.21 Voting – Agreement of issues under debate shall normally be reached by consensus. Any member present may however ask for a vote to be taken. In such cases each question shall be determined by a majority of the votes of the Directors present and voting on the question and, in the case of any equality of votes, the person presiding shall have a second or casting vote.

3.22 All questions put to the vote shall, at the discretion of the Chair of the meeting, be determined by oral expression or by a show of hands. A paper ballot may also be used if a majority of the Directors present so request.

3.23 If at least one-third of the Directors present so request, the voting (other than by paper ballot) on any question may be recorded to show how each Director present voted or abstained.

3.24 If a Director so requests, his vote shall be recorded by name upon any vote (other than by paper ballot).

3.25 In no circumstances may an absent Director vote by proxy. Absence is defined as being absent at the time of the vote.

- 3.26** An Officer who has been appointed formally by the Board to act up for an Executive Director during a period of incapacity or temporarily to fill an Executive Director vacancy, shall be entitled to exercise the voting rights of the Executive Director. An Officer attending the Board to represent an Executive Director during a period of incapacity or temporary absence without formal acting up status may not exercise the voting rights of the Executive Director. An Officer's status when attending a meeting shall be recorded in the Minutes.
- 3.27** **Minutes** - The Minutes of the proceedings of a meeting shall be drawn up and submitted for agreement at the next ensuing meeting where they will be signed by the person presiding at it.
- 3.28** No discussion shall take place upon the Minutes except upon their accuracy or where the Chair considers discussion appropriate. Any amendment to the Minutes shall be agreed and confirmed at the next meeting.
- 3.29** Minutes shall be circulated in accordance with the Board's wishes. Where providing a record of a public meeting the Minutes shall be made available to the public (as required by the Code of Practice on Openness in the NHS).
- 3.30** **Joint Directors** - Where a post of Executive Director is shared by more than one person:-
- (a) both persons shall be entitled to attend meetings of the Trust,
 - (b) either of those persons shall be eligible to vote in the case of agreement between them,
 - (c) in the case of disagreement between them no vote should be cast, and
 - (d) the presence of either or both of those persons shall count as one person for the purposes of SO 3.37 (Quorum).
- 3.31** **Suspension of Standing Orders** - Except where this would contravene any statutory provision or any direction made by the Secretary of State, any one or more of the Standing Orders may be suspended at any meeting, provided that at least one-third of the Board are present, including one Executive Director and one Non-Executive Director, and that a majority of those present vote in favour of suspension.
- 3.32** A decision to suspend SOs shall be recorded in the Minutes of the meeting.
- 3.33** A record of matters discussed during the suspension of SOs shall be made and shall be available to the Board.
- 3.34** The Audit Committee shall review every decision to suspend SOs.

3.35

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Variation and Amendment of Standing Orders - These Standing Orders shall be amended only if:-

- no fewer than half the total of the Trust's Non-Executive Directors vote in favour of amendment; and
- at least two-thirds of the Directors are present; and
- the variation proposed does not contravene a statutory provision or direction made by the Secretary of State.

3.36 Record of Attendance - The names of the Directors present at the meeting shall be recorded in the Minutes.

3.37 Quorum - No business shall be transacted at a meeting of the Trust unless at least one-third of the whole number of the Directors are present including on or after the operational date at least one Executive Director and one Non-Executive Director.

3.38 An Officer in attendance for an Executive Director but without formal acting up status may not count towards the quorum.

3.39 If a Director has been disqualified from participating in the discussion on any matter and/or from voting on any resolution by reason of the declaration of a conflict of interest (see SO 6 or SO 7) he shall no longer count towards the quorum. If a quorum is then not available for the discussion and/or the passing of a resolution on any matter, that matter may not be discussed further or voted upon at that meeting. Such a position shall be recorded in the Minutes of the meeting. The meeting must then proceed to the next business. The above requirement for at least one Executive Director to form part of the quorum shall not apply where the Executive Directors are excluded from a meeting (for example when the Board considers recommendations of the Remuneration Committee).

4. ARRANGEMENTS FOR THE EXERCISE OF FUNCTIONS BY DELEGATION

- 4.1** Subject to SO 2.7 and such directions as may be given by the Secretary of State, the Board may make arrangements for the exercise, on behalf of the Trust, of any of its functions by a Committee or Sub-Committee, appointed by virtue of SO 5.1 or SO 5.2 below or by a Director or an Officer of the Trust, in each case subject to such restrictions and conditions as the Board thinks fit.
- 4.2** **Emergency Powers** - The powers which the Board has retained to itself within these Standing Orders (SO 2.5) may in emergency be exercised by the Chief Executive and the Chair after having consulted at least two Non-Executive Directors. The exercise of such powers by the Chief Executive and the Chair shall be reported to the next formal meeting of the Board for ratification.
- 4.3** **Delegation to Committees and Sub-Committees** - The Board shall agree from time to time to the delegation of executive powers to be exercised by Committees or Sub-Committees, which it has formally constituted. The constitution and terms of reference of these Committees, or Sub-Committees, and their specific executive powers shall be approved by the Board.
- 4.4** **Delegation to Officers** - Those functions of the Trust which have not been retained as reserved by the Board or delegated to an executive Committee or Sub-Committee shall be exercised on behalf of the Board by the Chief Executive. The Chief Executive shall determine which functions he will perform personally and shall nominate Officers to undertake the remaining functions for which he will still retain accountability to the Board.
- 4.5** The Chief Executive shall prepare a Scheme of Delegation identifying his proposals which shall be considered and approved by the Board, subject to any amendment agreed during the discussion. The Chief Executive may periodically propose amendment to the Scheme of Delegation which shall be considered and approved by the Board as indicated above.
- 4.6** Nothing in the Scheme of Delegation shall impair the discharge of the direct accountability to the Board of the Chief Finance Officer or other Executive Director to provide information and advise the Board in accordance with any statutory requirements.
- 4.7** The arrangements made by the Board as set out in the document entitled "Reservation of Powers to the Board and Delegation of Powers" shall have effect as if incorporated in these Standing Orders.

5. COMMITTEES AND SUB-COMMITTEES

- 5.1 Appointment** - Subject to SO 2.7 and such directions as may be given by the Secretary of State, the Trust may and, if directed by him, shall appoint Committees of the Trust, consisting wholly or partly of Directors of the Trust or wholly of persons who are not Directors of the Trust.
- 5.2** A Committee appointed under SO 5.1 may, subject to such directions as may be given by the Secretary of State or the Trust, appoint Sub-Committees consisting wholly or partly of members of the Committee (whether or not they include Directors of the Trust) or wholly of persons who are not members of the Trust Committee (whether or not they include Directors of the Trust).
- 5.3** The Standing Orders of the Trust, as far as they are applicable, shall apply with appropriate alteration to meetings of any Committees or Sub-Committees established by the Trust.
- 5.4** Each such Committee or Sub-Committee shall have such terms of reference and powers and be subject to such conditions (as to reporting back to the Board) as the Board shall decide. Such terms of reference shall have effect as if incorporated into these Standing Orders.
- 5.5** Committees may not delegate their executive powers to a Sub-Committee unless expressly authorised by the Board.
- 5.6** The Board shall approve appointments to each of the Committees which it has formally constituted. Where the Board determines that persons, who are neither Directors nor Officers, shall be appointed to a Committee, the terms of such appointment shall be determined by the Board subject to the payment of travelling and other allowances being in accordance with such sum as may be determined by the Secretary of State with the approval of the Treasury.
- 5.7** Where the Trust is required to appoint persons to a Committee and/or to undertake statutory functions as required by the Secretary of State, and where such appointments are to operate independently of the Trust, such appointment shall be made in accordance with the regulations laid down by the Secretary of State.
- 5.8 Confidentiality** - A member of a Committee shall not disclose a matter dealt with by, or brought before, the Committee without its permission until the Committee shall have reported to the Board or shall otherwise have concluded on that matter.
- 5.9** A Director of the Trust or a member of a Committee shall not disclose any matter reported to the Board or otherwise dealt with by the Committee, notwithstanding that the matter has been reported or action has been concluded, if the Board or Committee shall resolve that it is confidential.

6. DECLARATIONS OF INTERESTS AND REGISTER OF INTERESTS

6.1 Declaration of Interests - The Code of Accountability requires Board Directors to declare interests which are relevant and material to the NHS Board of which they are a Director. All existing Board Directors shall declare such interests. Any Board Directors appointed subsequently shall do so on appointment.

6.2 Interests which should be regarded as "relevant and material" are:-

- (a) Directorships, including Non-Executive Directorships held in private companies or plcs (with the exception of those of dormant companies),
- (b) ownership or part-ownership of private companies, businesses or consultancies likely or possibly seeking to do business with the NHS,
- (c) majority or controlling share holdings in organisations likely or possibly seeking to do business with the NHS,
- (d) a position of authority in a charity or voluntary organisation in the field of health and social care, and
- (e) any connection with a voluntary or other organisation contracting for NHS services.

6.3 If Board Directors have any doubt about the relevance of an interest, this should be discussed with the Chair.

6.4 At the time Board Directors' interests are declared, they shall be recorded in the Board Minutes. Any changes in interests shall be declared at the next Board meeting following the change occurring.

6.5 Board Directors' Directorships of companies likely or possibly seeking to do business with the NHS shall be published in the Board's annual report. The information should be kept up to date for inclusion in succeeding annual reports.

6.6 During the course of a Board meeting, if a conflict of interest is established, the Board Director concerned shall declare their interest, and where deemed appropriate will withdraw from the meeting room and play no part in the relevant discussion or decision. The declaration of interest shall be recorded in the Minutes of the meeting.

6.7 There is no requirement for the interests of Board Directors' spouses or partners to be declared. (Note, however, that SO 7, which is based on the Membership and Procedure Regulations, requires that the interest of Directors' spouses, if living together, in contracts should be declared).

6.8 Register of Interests - The Director of Corporate and Legal Affairs shall ensure that a Register of Interests is established to record formal declarations of interests of Directors. In particular, the Register will include details of all Directorships and other relevant and material interests which have been declared by both Executive and Non-Executive Board Directors, as defined in SO 6.2.

6.9

These details will be kept up to date by means of an annual review of the Register in which any changes to interests declared during the preceding twelve months will be incorporated.

- 6.10** The Register will be available to the public and the Director of Corporate and Legal Affairs shall take reasonable steps to bring the existence of the Register to the attention of the local population and to publicise arrangements for viewing it.

7. DISABILITY OF DIRECTORS IN PROCEEDINGS ON ACCOUNT OF PECUNIARY INTEREST

The entire text of this section is based on the Membership and Procedure Regulations.

- 7.1** Subject to the following provisions of this Standing Order, if a Director of the Trust has any pecuniary interest, direct or indirect, in any contract, proposed contract or other matter and is present at a meeting of the Trust at which the contract or other matter is the subject of consideration, he shall at the meeting and as soon as practicable after its commencement disclose the fact and shall not take part in the consideration and discussion of the contract or other matter or vote on any question with respect to it.
- 7.2** The Secretary of State may, subject to such conditions as they may think fit to impose, remove any disability imposed by this Standing Order in any case in which it appears to him in the interests of the National Health Service that the disability shall be removed.
- 7.3** The Trust shall exclude a Director from a meeting of the Trust while any contract, proposed contract or other matter in which they have a pecuniary interest, direct or indirect, is under consideration. (Under Regulation 20 (2) of the Membership and Procedure Regulations Trusts may provide for such exclusion).
- 7.4** Any remuneration, compensation or allowances payable to the Chair or a Non-Executive Director by virtue of paragraph 11 of Schedule 4 to the National Health Service Act 2006 shall not be treated as a pecuniary interest for the purpose of this Standing Order.
- 7.5** For the purpose of this Standing Order, the Chair or a Director shall be treated, subject to SO 7.2 and SO 7.6, as having indirectly a pecuniary interest in a contract, proposed contract or other matter, if:-
- (a) he, or a nominee of his, is a Director of a company or other body, not being a public body, with which the contract was made or is proposed to be made or which has a direct pecuniary interest in the other matter under consideration; or
 - (b) he is a partner of, or is in the employment of, a person with whom the contract was made or is proposed to be made or who has a direct pecuniary interest in the other matter under consideration,

and in the case of married persons living together the interest of one spouse shall be deemed for the purpose of this Standing Order to be also an interest of the other.

- 7.6** A Director shall not be treated as having a pecuniary interest in any contract, proposed contract or other matter by reason only:-

- (a) of his membership of a company or other body, if he has no beneficial interest in any securities of that company or other body,
- (b) of an interest in any company, body or person with which he is connected as mentioned in SO 7.5 above which is so remote or insignificant that it cannot reasonably be regarded as likely to influence a Director in the consideration or discussion of or in voting on, any question with respect to that contract or matter.

7.7 Where a Director:-

- (a) has an indirect pecuniary interest in a contract, proposed contract or other matter by reason only of a beneficial interest in securities of a company or other body; and
- (b) the total nominal value of those securities does not exceed £5,000 or one-hundredth of the total nominal value of the issued share capital of the company or body, whichever is the less; and
- (c) if the share capital is of more than one class, the total nominal value of shares of any one class in which he has a beneficial interest does not exceed one-hundredth of the total issued share capital of that class,

this Standing Order shall not prohibit him from taking part in the consideration or discussion of the contract or other matter or from voting on any question with respect to it without prejudice however to his duty to disclose his interest.

7.8 Standing Order 7 applies to a Committee or Sub-Committee of the Trust as it applies to the Trust and applies to any member of any such Committee or Sub-Committee (whether or not he is also a Director of the Trust) as it applies to a Director of the Trust.

8. STANDARDS OF BUSINESS CONDUCT

- 8.1 Policy** –Staff (including Directors) must comply with guidance issued by NHS England on Managing Conflicts of Interest and the local UHL policy “*Managing Conflicts of Interest*”.
- 8.2 Interest of Officers in Contracts** - If it comes to the knowledge of a Director or an Officer of the Trust that a contract in which they have any pecuniary interest, has been, or is proposed to be, entered into by the Trust they shall, at once, give notice in writing to the Director of Corporate and Legal Affairs of the fact that they are interested therein. The Director of Corporate and Legal Affairs shall enter details in the Register of Officers’ Interests kept by them for the purpose. In the case of married persons or persons living together as partners, the interest of one partner shall, if known to the other, be deemed to be also the interest of that partner.
- 8.3** An Officer must also declare in writing to the Director of Corporate and Legal Affairs any other employment or business or other relationship of his, or of a partner, that conflicts, or might reasonably be predicted could conflict with the interests of the Trust.
- 8.4 Canvassing of, and Recommendations by, Directors in Relation to Appointments** - Canvassing of Directors of the Trust or members of any Committee of the Trust directly or indirectly for any appointment under the Trust shall disqualify the candidate for such appointment. The contents of this paragraph of this Standing Order shall be included in application forms or otherwise brought to the attention of candidates.
- 8.5** A Director of the Trust shall not solicit for any person any appointment under the Trust or recommend any person for such appointment: but this paragraph of this Standing Order shall not preclude a Director from giving written testimonial of a candidate's ability, experience or character for submission to the Trust.
- 8.6** Informal discussions outside appointments panels or Committees, whether solicited or unsolicited, should be declared to the panel or Committee.
- 8.7 Relatives of Directors or Officers** - Candidates for any staff appointment shall when making application disclose in writing whether they are related to any Director or the holder of any office under the Trust. Failure to disclose such a relationship shall disqualify a candidate and, if appointed, render him/her liable to instant dismissal.
- 8.8** The Directors and every Officer of the Trust shall disclose in writing to the Director of Corporate and Legal Affairs any relationship with a candidate of whose candidature that Director or Officer is aware.
- 8.9** On appointment, Directors (and prior to acceptance of an appointment in the case of Executive Directors) shall disclose to the Trust whether they are related to any other Director or holder of any office under the Trust.

- 8.10** Where the relationship of an Officer or another Director to a Director of the Trust is disclosed, the Standing Order headed ‘Disability of Directors in proceedings on account of pecuniary interest’ (SO 7) shall apply.
- 8.11** **Gifts** - Each Officer of the Trust shall adhere to the Trust’s policy “*Managing Conflicts of Interest*” for Trust staff in respect of the offer/acceptance/rejection of any gifts in accordance with the Code and shall notify the Director of Corporate and Legal Affairs in writing of the offer/acceptance/rejection of gifts in accordance with the Code.
- 8.12** **Hospitality** - Each Officer of the Trust shall adhere to the Trust’s “*Managing Conflicts of Interest*” policy for Trust staff in respect of the offer/acceptance/rejection of hospitality and shall register this through the electronic portal
- 8.13** **Registers** – The Director of Corporate and Legal Affairs shall ensure that Registers are established to record formally declarations of interests in contracts, employment or relationships, gifts and hospitality under SOs 8.2, 8.3, 8.8, 8.11 and 8.12. The Registers will be available for inspection by any Board Director.

9. BUYING GOODS AND SERVICES

9.1 Introduction

- 9.1.1 Duty to Comply with Standing Orders** - The procedure for (i) placing orders by or on behalf of the Trust or (ii) executing contracts by or on behalf of the Trust involving (a) revenue, capital and/or charitable funds, (b) works, services or concessions and (c) whether subject to purchase, lease or managed equipment services shall comply with the procedures and requirements of these Standing Orders (except where Standing Order (SOs) 3.31 (Suspension of SOs) is applied). Subject to the following provisions of these Standing Orders, the standard method of procurement by the Trust shall be by way of competitive quotation or tender.
- 9.1.2** All of the Trust's procurement of services, supplies and works is to be based on value for money, having due regard to propriety and regularity. All procurements should be undertaken on the basis that the correct procurement process has been followed and on a sound legal basis. Further guidance can be obtained by contacting the Procurement Department. The procedures for placing orders and executing contracts shall take account of any notice or declaration pursuant to Standing Order 8.2 and/or 8.3 Trust's, the Trust's Register of Officers' Interests and the necessity to avoid any possibility of collusion or allegations of collusion between contractors and suppliers and staff of the Trust.
- 9.1.3** The Trust shall comply with all UK procurement legislation when undertaking any contract procurement activity (where a procurement is over the relevant procurement financial threshold).
- 9.1.4** The Trust shall comply as far as is practicable with any guidance that may be issued from the Department of Health on specific areas such as Capital, Management Consultancy and Agency workers. If healthcare services are being procured by the Trust, the Trust shall, where practicable and provided it protects the Trust's position adequately, seek to procure that contract terms shall reflect the most up to date and relevant model Standard Conditions that are provided by the Department of Health (with such amendments as may be required to develop bespoke contracts).
- 9.1.5** Where there exists a Trust requirement or works, services or a concession arrangement which can be ordered under pre-existing contracts (including frameworks and/or call-off contracts) arranged by the Trust, National and Regional bodies authorised to act on behalf of the Trust (or which the Trust is able to access as a permitted contracting authority beneficiary) then the provision of this Clause 9 insofar as competitive tendering exercises are concerned, are not applicable. Where the Trust uses such a pre-existing framework arrangement to order or commission works, services or concession arrangements, the Trust shall comply with Standing Order 9.16.

- 9.1.6** Officers of the Trust shall ensure that any information provided to any prospective party invited to quote/tender under SO 9, shall be provided, where appropriate, to all prospective parties invited to quote/tender so as to ensure fair and adequate competition. Formal quotation/tender documents shall at all times be treated as strictly confidential subject to statutory provision.
- 9.1.7** These Standing Orders establish financial values that apply Trust-wide to all procurements: Officers of the Trust shall not seek to circumvent or avoid having to comply with these Standing Orders by disaggregating the financial values that apply in respect of any proposed procurement.
- 9.1.8** Where formal Trust competitive quotations and formal Trust competitive tenders are required to be invited, they shall be sought from a sufficient number of firms to provide fair and adequate competition, being a **minimum of three** suppliers in each case. If invitations are sought in accordance with this Standing Order 9.1.8 but less than three tenders are received, the Trust is deemed to have complied with this Standing Order 9.1.8.
- 9.1.9** The Chief Executive shall be responsible for ensuring that best value for money can be demonstrated for all services provided under contract or in house. The Trust Board may also determine from time to time that in-house services should be market tested by competitive tendering.
- 9.1.10 Contracts** – Subject to Standing Order 3.31, the Trust may only enter into contracts within the statutory powers and shall comply with:-
- (a) these Standing Orders,
 - (b) The Trust's SFIs,
 - (c) The Trust Scheme of Delegation and your approved budget authority levels
 - (d) Public Contracts Regulations 2015 (any reference in these Standing Orders to the Public Contracts Regulations 2015 shall include a reference to the Public Contract (Amendments) Regulations 2022 and any other amendment regulations / replacement legislation) and other statutory provisions,
 - (e) Any relevant guidance issued by the Department of Health from time to time Such as the NHS Standard Contract Conditions as are applicable in the circumstances.

Formal contract documentation shall substantially be in or embody the same terms and conditions of contract as was the basis on which tenders or quotations were invited.

- 9.1.11** In all contracts made, the Trust shall endeavour to obtain best value for money. **All values outlined in the Standing Orders are excluding Value Added Tax (unless stated otherwise).**
- 9.1.12** In such Contracts involving charitable funds shall comply with the requirements of the Charities Act. For funds held, the Trust shall relate to a specifically named fund.
- 9.1.13** All tenders issued by the Trust shall be issued via an e-tendering portal and be advertised in line with Public Contract Regulations 2015 and national

guidance. This will be subject to the controls built into the system regarding the receipt and safe-keeping of tenders and all records.

- 9.1.14** The Head of Procurement shall ensure that Procurement procedural guidance is kept up to date. The guidance will include the rules requirements and records to be maintained for each key stage of the tendering process.
- 9.1.15** Where National or local frameworks subject to the Public Contract Regulations 2015 are used, call off purchases must be in accordance with the Public Contract Regulations 2015 and the guidance outlined in the Framework. Where a Direct Award is made in accordance of the guidance outlined in the Framework provision of this Clause 9 insofar as competitive tendering exercises are concerned, are not applicable Where mini competitions are sought these should be carried out by procurement or facilities staff and by way of the e-tendering portal.
- 9.1.16** Where Frameworks are used that are not subject to Public Contract Regulations 2015, call off purchases must comply with the rules outlined in the Framework guidance. Where a Direct Award is made in accordance of the guidance outlined in the Framework the provision of this Clause 9 insofar as competitive tendering exercises are concerned, are not applicable

9.2 Approval to proceed

- 9.2.1** Prior to any procurement, officers of the Trust must ensure that provision within agreed budgets has been made for the goods and / or services required.
- 9.2.2** The placing of orders shall only be undertaken by or in consultation with the Chief Finance Officer or his/her delegated procurement officers and other agreed officers.
- 9.2.3** The Chief Finance Officer as above shall only delegate authority to other officers of the Trust when he is satisfied that the written procedures have been prepared and to be followed by the Officers of the Trust and his staff are satisfactory and consistent with these Standing Orders.

9.3 Quote / Tender Limits

- 9.3.1** Where existing contracts are in place officers of the Trust must use those contracts unless otherwise agreed by Procurement.

The thresholds for quotes and tenders are set out below:

Estimated Contract Value From	Estimated Contract Value To	Procurement Process
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£0	£24,999	<p>The responsible budget holder shall assure themselves that the Trust is receiving value for money and shall consider the adoption of one of the following procurement methods:-</p> <ul style="list-style-type: none"> •Competitive quotation, or •Negotiation, or •Seeking more than one electronic quotation
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£25,000	Public Contract Regulation 2015 threshold (Supply, Services & Design Contracts)	<p>As a minimum, competitive quotations shall be sought from at least three suppliers, (acting through the Procurement Team). The Head of Procurement & Supplies may, in the interests of obtaining value for money or transparency, determine that a formal tendering process is required.</p> <p>The Public Contract Regulations (as amended) require the Trust to publish information on Contracts Finder for below threshold opportunities for contracts over £25,000 and pre-qualification stages are precluded.</p> <p>The Trust has 90 days from contract award to publish contract award notices for under threshold contracts (and the Trust is exempt from the obligation to publish redacted contracts). The publication obligation does not apply to contracts for clinical health services for the NHS.</p>
£25,000	£100,000 (works contracts)	<p>As a minimum, competitive quotations shall be sought from at least three suppliers, (acting through the Estates team). The Head of Procurement & Supplies may, in the interest of obtaining value for money or transparency, determine that a formal tendering process is required.</p>

<p>£100,001</p>	<p>Public Contracts Regulations 2015 thresholds: Works Contracts - £4,447,447.50*</p> <p>(*The PCR threshold or Works is now £5,336,937 inclusive of VAT).</p>	<p>Formal Tender process with a minimum of 3 bidders with sealed bids (are submitted via an electronic tendering system).</p> <p>The Public Contract Regulations (as amended) require the Trust to publish information on Contracts Finder for below threshold opportunities for contracts over £25,000 and pre-qualification stages are precluded.</p> <p>The Trust has 90 days from contract award to publish contract award notices for under threshold contracts (and the Trust is exempt from the obligation to publish redacted contracts). The publication obligation does not apply to contracts for clinical health services for the NHS.</p>
<p>Public Contracts Regulations 2015 thresholds: Supply, Services and Design Contracts - £177,897.50** Works Contracts - £4,447,447.50*** Social and other specific services - £552,950****</p> <p><i>**the PCR services threshold is £213,477 inclusive of VAT</i></p> <p><i>***The PCR threshold or Works is now</i></p>	<p>Unlimited</p>	<p>Work with your procurement category lead to ensure a compliant PCR 2015 tender process is followed</p>

£5,336,937
inclusive of VAT.

****The PCR light
tough regime
threshold or is
now £663,540
inclusive of VAT.

Placing an order with a value up to £25,000

Where the estimated expenditure does not, or is not reasonably expected to, **exceed £25,000** the responsible budget holder shall assure themselves that the Trust is receiving value for money and shall consider the adoption of one of the following procurement methods:-

- (a) **Competitive quotation, or**
- (b) **Negotiation, or**
- (c) **Seeking more than one electronic quotation**

Whichever method of procurement is used, Officers of the Trust shall comply with the procedures issued by the Chief Finance Officer nominated representative(s) on placing orders with a value of up to £25,000

This Clause shall apply where the value or the aggregated value of the order or any call-off orders will not or are not anticipated to exceed £25,000.

The provisions of this Clause shall not apply to call off orders placed for goods or services contracts already placed following and pursuant to a previous approved tendering exercise.

A call off order is an order that is called off from a purchase agreement or Framework where specific volumes and times to be purchased are not fully defined, but pricing is contractually agreed for a specific period of time. This agreement/framework will have been constructed to enable a total volume of business to be called off as and when required, with each call off constituting individual contracts.

Approval to proceed shall be subject to the Scheme of Delegation criteria in Appendices 1 & 2.

- 9.3.2 Placing orders with a value of between £25,000 and Public Contract Regulations 2015 thresholds.** Where the estimated expenditure or income is between **£25,000 and the** Public Contract Regulations 2015 thresholds. Officers of the Trust shall always seek guidance from Procurement. As a minimum, competitive quotations shall be sought from at least three suppliers' quotations (acting through Procurement.) for supply of goods, services and design services.

Placing orders with a value of between £25,000 and £100,000. Where the estimated expenditure or income is between **£25,000 and £100,000 for Works contracts**. Officers of the Trust shall always seek guidance from Procurement. As a minimum, competitive quotations shall be sought from at least three suppliers' quotations.

Placing orders with a value of between £100,001 and Public Contract Regulations thresholds for Works. Where the estimated expenditure or income is between **£100,001 and the Public Contracts Regulations 2015 for Works contracts**. Officers of the Trust shall always seek guidance from Procurement. As a minimum, a competitive formal tender shall be sought from at least three suppliers.

Where Procurement or Facilities carry out a competitive quotation on a budget holders' behalf this should be by way of the e-tendering portal, using the quotation template and, if advertised, by including the link to Contracts Finder

This Standing Order shall apply where the aggregated value of the order or any call-off orders will not or are not anticipated to **rise above the relevant** Public Contract Regulations 2015 threshold. Aggregation will be determined on the same or similar products / services using the principles set out with the Public Contracts Regulations 2015

The provisions of this Standing Order shall not apply to call off orders placed for goods or services for contracts already placed following and pursuant to a previous tendering exercise or where a Direct Award is made in accordance with the guidance outlined in Framework Agreement then the provision of this Clause 9 insofar as competitive tendering exercises are concerned, are not applicable

Approval to proceed shall be subject to the Scheme of Delegation.

Exceptions to these procedures are detailed in Standing Order 9.5 (Case of Need)

- 9.3.3** Tenders over the Public Contract Regulations 2015 thresholds will be carried out in accordance with the appropriate Public Contract Regulations 2015 threshold and must be by way of the e-tendering portal, and advertised on the government Find a Tender Service,

Where tenders are sought by negotiation approval to do so must be obtained under Standing Order 9.4.1

Only Procurement and Facilities staff or agents operating on our behalf can invite tenders

- 9.3.4** Tenders received after the notified closing time will not be considered and should be rejected

- 9.3.5** An order or contract document will be sent to the successful supplier subject to the approval process outlined in SO 9.3. and 9.4
- 9.3.6** Procedures on Receipt of Tender
- 9.3.7** Procurement & Facilities through the use of the Tender / Contract Portal shall be responsible for ensuring that procedures for the safe custody, opening and recording of formal Trust tenders are devised and used so as to preserve confidentiality and to safeguard against malpractice Tenders received after the notified closing time will not be considered and should be rejected
- 9.3.8** An order or contract document will be sent to the successful supplier subject to the approval process outlined in SO 9.3. and 9.4

9.4 APPROVAL TO AWARD A CONTRACT

- 9.4.1** Contracts shall be awarded on the basis of the offer which is:

The most economically advantageous to the Trust.

- 9.4.2** All procurements must also be in line with any Procurement Policy Notes as published from time to time by the Cabinet Office.
- 9.4.3** All contractual commitments and subsequent expenditure shall be approved at both a Budget and Commercial level in line with the Scheme of Delegation following the approval at the appropriate Committee or Trust Board
- 9.4.4** All Commercial approval is provided by the Chief Finance Officer or his nominated representatives.
- 9.4.3** Approval of individual tender awards including call-offs from Frameworks (other than NHS contracts) amounting to or likely to amount to, £1,000,000 or more shall be reserved to the Trust Board for decision and further approval may be required by external bodies depending on values and circumstances.
- 9.4.4** Where it is deemed appropriate, contracts of a lower value than £1,000,000 should be reserved to the Trust Board for decision.
- 9.4.5 Authority to the Signing of contracts** – Subject to 9.4.2 contracts must either be signed by the Budget Holder who has approval in accordance with the scheme of delegation or by the Chief Finance Office or his nominated representative.
- 9.4.6** For the avoidance of doubt, officers within the Procurement function, may, under the authority of the Head of Procurement and Supplies, complete and issue documentation which, in itself, constitutes the Trust entering into a binding

contract with an external supplier. However, such documentation will be based upon the prior authorisation of the relevant Budget Holder and Committee (in line with the Scheme of Delegation) and is therefore an administrative action undertaken with the Budget Holder's due authority. The same principle applies to officers acting under the authority of the Director of Estates and Facilities

- 9.4.6** Final signed copies of all contracts over the PCR 2015 thresholds shall be kept by either Procurement or Facilities (electronically or in hard copy as required).
- 9.4.7** All contracts awarded by Officers of the Trust must include their awarded contract information on the Trust electronic Contract Register. The Head of Procurement and Supplies shall be responsible for maintaining the Contract Register.
- 9.4.8** Officers of the Trust involved in any contract procurement process subject to the Public Contract Regulations 2015 shall retain full details on file of the contracts awarded, the original tender documents, the tender submissions and offers (including pricing schedules) records of all procurement meetings, negotiation meetings, record of any evaluation and scoring process (and moderation exercise), discussions and all correspondence between the Trust and the suppliers, contractors and / or consultants up to acceptance of the offer for the particular contract / commission. This can be implemented and delivered through the procurement Electronic Tender Portal.
- 9.4.9** All contracts awarded by Officers of the Trust and which are over the financial thresholds in the Public Contract Regulations 2015 shall not be entered into until (a) the Trust has sent award notification letters to the successful and unsuccessful bidders and (b) the 10 day standstill period has expired. The letters to the successful and unsuccessful tenderers to notify them of their success or failure to win the tender process and to provide de-briefing information on the reasons they were unsuccessful (the characteristics and relative advantages of the winning bidder). Where letters are to be sent to unsuccessful bidders, Trust Officers shall obtain guidance by contacting the Procurement Department prior to sending the letters. Where the Public Contract Regulations 2015 applies, no contract shall be executed prior to the expiry of the 10 day standstill period applicable. The standstill period is ten days with the first day being the day following the despatch of all (or the last of) the award notification letters to successful and unsuccessful bidder. The last day of the ten days is the day before the contract is entered into and must be a working day in the UK.

9.5 Case of Need Process

- 9.5.1** Officers of the Trust not wishing to either obtain three quotations (**for purchases up to the Public Contract Regulations 2015**) or, carry out a formal tender (**for purchases above the Public Contract Regulations 2015**)

shall prepare in writing a Procurement Waiver explaining their reasons and submit their request to the Chief Financial Officer or his nominated representative. Where the anticipated value exceeds £250,000 the Case of Need shall be considered by the Chief Executive following submission to the Chief Financial Officer.

9.5.2 The decisions of the Chief Finance Officer and Chief Executive under this Standing Order shall be final and the decisions and reasons therefore shall be recorded and reported to the Audit Committee, as a standing item,

9.5.3 Procurement Waiver approval may be considered in the following circumstances prior to an invitation for tender or quotation:

- (a) where emergency or urgent services, supplies or works are necessary either for the protection of life or property or to maintain the provision of a service for which the Trust is responsible, or
- (b) where the services, supplies or works consist of routine servicing of, maintenance of, repairs to, or parts for, existing equipment, or extensions thereto, which for technical reasons must be of the same source or obtained from the same manufacturer or supplier, or
- (c) where there are less than three suppliers in the market who can provide the services, supplies or works and there are no reasonably satisfactory alternatives, or
- (d) where, taking into account of all the circumstances and in particular end-user needs, and/or market conditions, it is desirable to extend the scope of an existing contract without affecting the nature and intent of the existing contract, or other National Frameworks
- (e) where a marked financial advantage will accrue to the Trust from making spot purchases or products subject to quickly changing market conditions, or
- (f) where, taking account of all circumstances, competition by way of competitive tender be impossible, impractical or unbeneficial to the Trust, or
- (g) where, following advice received from the Trust's legal advisers, the provision of professional or other services is required in connection with any litigation or contentious matter, or
- (h) where the officers of the Trust wish to seek formal Trust competitive tenders or quotations from fewer than three companies. Approval would permit offers to be invited from one or two bidders, or
- (i) where it is desirable, in the interests of the Trust, to extend the duration of an existing agreement/contract which exceeds any previously approved contract term, or
- (j) Orders may be placed with more than one tenderer where, in the opinion of the Trust Officer, it is considered advisable or essential for strategic reasons to avoid a monopoly supply situation, or

- (k) Where a supplier or contractor has an exclusive right (for example they own the intellectual property rights to a required item or they are the pre-existing owner of a specific parcel of land).

9.6 Private Finance

When the Trust proposes to use finance which is to be provided other than through its External Financing Limit (EFL) the following procedures shall apply

- (a) the advice and approval of the Chief Finance Officer shall be sought to proceed,
- (b) the Chief Finance Officer and the Trust Board must be satisfied that the use of private finance represents value for money and genuinely transfers significant risk to the private sector, and
- (c) where the sum involved exceeds delegated limits, a business case must be referred to the NHS England and/or treated as per current DHSC Guidelines,
- (d) the proposal must be specifically agreed by the Trust in the light of such professional advice as should reasonably be sought in particular with regard to vires, and
- (e) the selection of contractor/finance company must be on the basis of competitive tendering where the estimated expenditure exceeds £100,000 (excluding VAT) in accordance with and subject to the provisions of this SO9.

9.7 Other Contracts

This Standing Order 9.7 is without prejudice to the obligations of all officers of the Trust to observe all other provisions of this Standing Order 9 in totality wherever relevant and applicable.

9.7.1 Personnel and Agency or Temporary Staff Contracts – subject to the provisions of these SOs, SFIs and guidance issued from time to time by the Chief Finance Officer and Director Workforce and OD, Budget Holders as identified to the Chief Finance Officer shall have delegated authority to enter into contracts for the employment of other Officers, and enter into contracts for the employment of agency staff or temporary staff.

9.7.2 Healthcare Services Agreements/Contracts – made between two NHS organisations, for example with Health Authorities/Clinical Commissioning Groups (CCG's) for the supply of healthcare services, are subject to the provisions of the National Health Service Act 2006. Such agreements/contracts do not give rise to contractual rights or liabilities but a dispute may be referred to NHS England (acting as the Secretary of State).

9.7.3 The Chief Executive shall nominate an Officer with power to negotiate for the provision of healthcare services with Commissioners and Purchasers of healthcare. For this Trust, the Officer shall be the Chief Finance Officer.

9.7.4 Estates & Facilities Contracts Every tender invitation for goods, materials, manufactured articles supplied as part of the works contract and services shall embody such of the main contract conditions as may be appropriate in accordance with the contract forms described in SOs 9.7.5 and 9.7.6 below.

- 9.7.5** Every tender invitation for building and engineering works, except for maintenance work only where Estmancode guidance should be followed, shall embody or be substantially in the terms of the current edition of (i) the appropriate Joint Contracts Tribunal (JCT),2016 standard forms of contract or (ii) the appropriate New Engineering Contract (NEC4) contract, in each case with such bespoke amendments as are necessary and/or can be used to improve the Trust's position. When the content of the works is primarily engineering, tenders shall embody or be in the terms of (i) the General Conditions of Contract recommended by the Institutions of Mechanical Engineers and the Association of Consulting Engineers (Form A) (ii) in the case of civil engineering work, the General Conditions of Contract recommended by the Institution of Civil Engineers or (iii) on the appropriate JCT2016 or NEC4 contract suitable for the specific professional service and/or (iv) on the form of contract that is specifically prescribed as a call-off contract under a pre-existing framework. The standard documents should be amended only where necessary or to improve the position of the Trust, to cover special features of individual projects. Tendering based on other forms of contract may be used only after prior consultation with the DHSC.
- 9.7.6** Every quotation/tender invitation for goods, materials, services (including consultancy services) or disposals shall embody such of the NHS Standard Contract Conditions as are applicable. For capital design and works contracts, estate maintenance contracts and other construction or facilities maintenance contracts, the NHS Standard Contract Conditions are less suitable and the other provisions Standing Orders 9.7.5 shall apply.
- 9.7.7** Service contracts shall be executed as a deed or under the Common Seal of the Trust in accordance with the procedures in Part 12 of these SOs where this is deemed appropriate, in the opinion of the Officer responsible, in consultation with the Director of Corporate and Legal Affairs (or his nominated representative(s)). Otherwise, such service contracts shall be evidenced in writing so far as is possible having regard to the custom and practice of the profession concerned. Consultants of health building schemes must be appointed by the Director of Estates & Facilities under the terms of a formal agreement which includes details of the terms and conditions that apply to the appointment of professional consultants produced by the professional bodies and, if appropriate, the following standard forms of appointment for the commissioning of professional consultants published by NHS England.
- 9.7.8** The Director of Estates & Facilities shall ensure that an official order or letter of acceptance shall be placed for all works contracts **(up to and including the sum of £100,000)**.
- 9.7.9** Every works contract which exceeds **£100,000** in value, but does **not exceed £250,000** may be executed under hand by the Director of Estates

& Facilities (or his nominated representative) or the Director of Corporate and Legal Affairs (or his nominated representative).

9.7.10.a Every works contract which exceeds £250,000 and does not exceed £1,000,000 may be executed under hand by at the discretion of the Director of Estates and Facilities by the Director of Estates & Facilities (or their nominated representative) or the Director of Corporate and Legal Affairs (or their nominated representative).

9.7.10.b Every works contract which exceeds **£1,000,000** shall be executed as a deed or under seal as soon as reasonably possible after the contract is awarded in accordance with Standing Order 12.

9.7.11 Where the estimated value of building or engineering works to which a services contract for consultant related design services is not more than **£250,000** the contract may be executed under hand by the Director of Estates & Facilities (or his nominated representative) or the Director of Corporate and Legal Affairs (or his nominated representative).

9.7.12 Where the estimated value of building or engineering works to which a services contract for consultant related design services exceeds **£250,000** the contract shall be executed as a deed or under seal as soon as reasonably possible after the contract is awarded in accordance with Standing Order 12.

9.7.13 Every works contract and supplies contract shall specify:

- (a) What is to be supplied to the Trust,
- (b) The price to be paid or a method of calculating the price to be paid, with a statement of discounts or other deductions if any, and
- (c) Where applicable, the time or times within which the contract is to be performed.

9.7.14 The Director of Estates & Facilities shall ensure that works contracts between the Trust and the proposed nominated sub-contractors or proposed nominated suppliers shall be based on the current edition of the NSC/W deed; and proposed nominated suppliers' contracts shall be based on the current edition of the forms of direct warranty TNS/2; and, where the sub-contract value exceeds **£250,000**, it shall be executed under hand by the Director of Estates & Facilities (or his nominated representative) and shall be executed as a deed by the sub-contractor or supplier as soon as reasonably possible after the contract is awarded and shall then be executed under the common seal of the Trust within a further period of 6 months.

9.7.15 For building and engineering works the Director of Estates & Facilities (or his nominated representative) shall be authorised to select the form(s) of

contract most suited to the requirements of the scheme, taking into account Departmental guidance and the relevant provisions of this SO9.

- 9.7.16** Where amendments to any standard form of contract are considered essential by the Director of Estates & Facilities (or his nominated representative) these must be based on competent professional advice, particularly when the balance of risks is being considerably changed or fixed lump sum bids are invited for commissions of long duration.
- 9.7.17** Consultants in respect of works of a construction nature who are not included in the standard forms prepared for NHS use (eg landscape architects) may be commissioned by the Director of Estates & Facilities (or his nominated representative) using the standard form published by that consultant's professional body, suitably amended to take account of Government or Departmental policy. Where there is any difficulty because of the absence of any form of agreement specific to the particular profession concerned, the Director of Estates & Facilities (or his nominated representative) shall seek suitable professional advice on the form of contract.
- 9.7.18** Where the Director of Estates & Facilities (or his nominated representative) considers it necessary, following a decision as to which tenderer to award a contract to, he or she shall be authorised to send a letter to (i) the successful contractor notifying him of acceptance of his tender and stating that he will shortly be sent the formal contract documentation for execution (and where the Public Contract regulations 2015 apply this shall be used as a standstill letter) and (ii) the unsuccessful tenderers to notify them of their failure to win the tenderer process and (where required under the Public Contract Regulation 2015) to provide de-briefing information on the reasons they were unsuccessful (the characteristics and relative advantages of the winning bidder). Where letters are to be sent to unsuccessful bidder, the Director of Estates & Facilities shall obtain guidance by contacting the Procurement Department prior to sending the letters. Where the Public Contract Regulations 2015 applies, no contract shall be executed prior to the expiry of the standstill period applicable. The standstill period is ten days with the first day being the day following the despatch of all (or the last of) the award notification letters to successful and unsuccessful bidder. The last day of the ten days is the day before the contract is entered into and must be a working day in the UK.
- 9.7.19** The Director of Estates & Facilities (or his nominated representative) in consultation with the Director of Corporate and Legal Affairs (or his nominated representative(s)) and the Trust's professional advisers, including legal advisers, shall determine the circumstances in which the Trust requires a performance bond and/or a parent company guarantee and/or design or collateral warranties and/or professional indemnity insurance in respect of any building or engineering contract and shall secure any such performance bond and/or parent company guarantee and/or design or collateral warranties as appropriate in line with the contract.

- 9.7.20** The Director of Estates & Facilities (or his nominated representative) shall retain full details on file of the commissions awarded, the original invitations offers, pricing schedules, records of meetings, record of any evaluation and scoring process (and moderation exercise), discussions and all correspondence between the Trust and the consultants up to acceptance of the offer for the particular commission. This can be implemented and delivered through the procurement Electronic Tender Portal
- 9.7.21** The Director of Estates & Facilities (or his nominated representative) shall ensure that contractors and consultants are (as a condition precedent to appointment) adequately insured against enforceable claims which might result from the work undertaken by them by virtue of their appointments and that such insurance is regularly checked and maintained for an appropriate period.
- 9.7.22** The Director of Estates & Facilities (or his nominated representative) in consultation with the Director of Corporate and Legal Affairs (or his nominated representative(s)) shall determine what insurance arrangements are to be made by the Trust and/or contractor/consultant, and assess damages to be incorporated within the contract, in respect of building or engineering works.
- 9.7.23** Procurement of Building and Engineering Works and Approved Lists – in respect of building and engineering works, and subject to the provisions of these SOs, the Director of Estates & Facilities shall be authorised to act as lead Director on behalf of the Trust in procuring such works and shall be authorised to establish and maintain approved lists of firms and consultants from which he may select firms and consultants to tender for specific contracts at his discretion. In compiling the list, the Director of Estates & Facilities shall observe advice given and compiled by other NHS bodies. The Director of Estates & Facilities shall be authorised to seek tenders for and operate commissions under ‘Measured Term Contract’ arrangements for building consultancy and drawing office and other related building and engineering services in respect of minor capital works.
- 9.7.24** The approved lists established and maintained by the Director of Estates & Facilities under SO 9.7.23 may be for such categories of building and engineering works and may be divided into such value classification as he determines at his discretion. These will be tendered via the procurement Electronic Portal so that there is a full and comprehensive audit trail of all information between the Trust and the Suppliers so that competitive tendering can be applied and evaluated both internally or externally by appointed Quantity Surveyors (QS)
- 9.7.25** In establishing, maintaining and operating the approved lists of firms and consultants, the Director of Estates & Facilities shall ensure that:-

- (a) the Trust shall not operate the approved lists in such a way that they contravene the requirements of these SOs, the law generally and, in particular, UK legislation governing public procurement,
- (b) applications for inclusion in the Trust's approved lists shall be considered at any time,
- (c) no charge shall be made to firms and consultants processing applications for inclusion in the approved lists,
- (d) a systematic financial and technical check is made, whether by the Trust or by an external NHS body acting on behalf of the Trust, of all firms and consultants considered for inclusion on the approved lists (the financial check to be the subject of consultation with the Chief Finance Officer and Head of Procurement and Supplies) and only those firms/consultants which satisfy the criteria established are included on the approval lists,
- (e) the approved lists shall be reviewed at periods not exceeding three years and that all firms and consultants shall be reassessed at the time of review,
- (f) all firms and consultants selected from approved lists to tender for a specific contract shall be reassessed at the time of selection to ensure that their circumstances have not changed since their inclusion on the approved lists,
- (g) a firm's or consultant's retention on the lists is dependent upon both its circumstances at the time of its inclusion on the approved list remaining unchanged, and the provision of satisfactory performance where it is awarded work; in the event of any changes in either a firm's or consultant's circumstances, or performance, it must be reassessed to establish its suitability for retention on the approved lists,
- (h) firms/consultants shall be informed that inclusion on the approved lists does not guarantee that they will be offered work/commissions,
- (i) where he deems it necessary, he shall supplement the approved lists where they do not afford a suitable choice for the invitation of formal Trust quotations/tenders for a particular scheme, subject to such firms/consultants so added being assessed in a similar manner to those on the approved lists.
- (j) he shall draw up a written procedure for making selections from the approved lists and issue this to appropriate staff,
- (k) records shall be maintained to show the number of invitations to submit formal Trust Quotations/tenders issued to each firm/consultant on the lists and the number of contracts awarded to them by the Trust,
- (l) where a firm/consultant declines to respond to an invitation to quote/tender, he shall reconsider its inclusion on the approved lists.

9.8 Cancellation/Termination of Contracts

9.8.1 Cancellation of Contracts – Except where specific provision is made in model Forms of Contracts or standard Schedules of Conditions approved for use within the National Health Service in accordance with the

Standard NHS Terms and Conditions there shall be inserted in every written contract a clause empowering the Trust to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation, if the contractor shall have offered, or given or agreed to give, any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Trust, or for showing or forbearing to show favour or disfavour to any person in relation to the contracts or any other contract with the Trust, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with the Trust the contractor or any person employed by him/her or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 and 1916 The Bribery Act 2010 and other appropriate legislation.

9.8.2 Determination of Contracts for Failure to Deliver Goods or Materials

– There shall be inserted in every written contract for the supply of goods or materials a clause to secure that, should fraudulent claims or payments be identified, or should the contractor fail to deliver the goods or materials or any portion thereof within the time or times specified in the contract, the Trust may without prejudice determine the contract either wholly or to the extent of such default and purchase other goods, or materials of similar description to make good (a) such default or (b) in the event of the contract being wholly determined, the goods or materials remaining to be delivered. The clause shall further secure that the amount by which the cost of so purchasing other goods or materials exceeds the amount which would have been payable to the contractor in respect of the goods or materials shall be recoverable from the contractor.

9.9 Sales of Goods and Services

9.9.1 Subject to SO 10, sales by the Trust to a health service body (as defined in the National Health Service Act 2006 and Health and Social Care Act 2012 of goods and/or services (other than healthcare services – in respect of which see SOs 9.7.2 and 9.7.3) shall only be authorised by the Chief Executive, after consultation with the Chief Finance Officer.

9.9.2 Subject to SO 10. sales to other bodies or persons of goods and/or services, including intellectual property rights and arrangements for the development, exploitation or marketing of a product, right or service by the Trust shall only be authorised by the Chief Executive, after consultation with the Chief Finance Officer. Such sales and arrangements shall be incorporated within the Trust's service plan and annual capital and revenue budgets as appropriate.

9.9.3 All such sales and arrangements shall be undertaken in accordance with the Trust's income generation powers, unless the prior authorisation of

the Chief Executive to the contrary is obtained. The Chief Finance Officer (or his nominated representative(s)) shall ensure that the risks arising from such sales or arrangements are adequately covered by insurance. Otherwise, where practicable, the Trust's financial interests should be protected by indemnity.

10. DISPOSALS

10.1 Competitive tendering or quotation procedures shall not apply to the disposal of:-

- (a) any matter in respect of which a fair price can be obtained only by public sale or auction, as determined by the Chief Executive or his nominated Officer,
- (b) obsolete, surplus, scrap, redundant or condemned articles and stores, which may be disposed of in accordance with the policy of the Trust,
- (c) items arising from works of construction, demolition or site clearance, which should be dealt with in accordance with the relevant contract, and
- (d) land or buildings concerning which DoH guidance has been issued but subject to compliance with such guidance.

11. IN-HOUSE SERVICES (Where Appropriate)

- 11.1** In all cases where the Trust determines that in-house services should be subject to competitive tendering the following groups shall be set up:-
- (a) specification group, comprising the Chief Executive or nominated Officer(s) and specialist(s),
 - (b) in-house tender group, comprising representatives of the in-house team, a nominee of the Chief Executive and technical support, and
 - (c) evaluation group, comprising normally a specialist officer, a Procurement and Supplies Officer and a representative of the Chief Finance Officer. For services having a likely annual expenditure exceeding £200,000, a Non-Executive Director shall be a member of the evaluation group.
- 11.2** All groups should work independently of each other but individual Officers may be a member of more than one group. No member of the in-house tender group may, however, participate in the evaluation of tenders. Representatives of the in-house team shall not have the power to approve the specification of services but may participate in discussions leading to the finalisation of a service(s) specification.
- 11.3** The evaluation group shall make recommendations to the Board.
- 11.4** The Chief Executive shall nominate an Officer to oversee and manage the contract.

12. CUSTODY OF SEAL AND SEALING OF DOCUMENTS

- 12.1 Custody of Seal** - The Common Seal of the Trust shall be kept by the Director of Corporate and Legal Affairs in a secure place.
- 12.2 Sealing of Documents** - The Seal of the Trust shall not be fixed to any documents unless the sealing has been authorised by a resolution of the Board, or of a Committee thereof or where the Board has delegated its powers.
- 12.3** Before any building, engineering, property or capital document is sealed it must be approved and countersigned by the Director of Corporate and Legal Affairs (or an Officer nominated by them who shall not be within the originating Directorate).
- 12.4 Register of Sealing** - An entry of every sealing shall be made and numbered consecutively in a book maintained by the Director of Corporate and Legal Affairs for that purpose, and shall be initialled by the persons who shall have signed the document and attested the seal. A report of all sealings shall be made to the Trust Board quarterly. The report shall contain details of the seal number, the description of the document and date of sealing.
- 12.5 Attestation of Sealing** - The Common Seal of the Trust shall be affixed and attested by the Chair, or in his absence the Vice-Chair, and the Director of Corporate and Legal Affairs, or, in their absence, the Assistant Director of Corporate and Legal Affairs (Head of Legal Services).
- 12.6** Special provisions apply in respect of finance or operating lease agreements: see SOs 13.4 and 13.5.

13. SIGNATURE OF DOCUMENTS

- 13.1** Where the signature of any document will be a necessary step in legal proceedings involving the Trust, it shall be signed by the Chief Executive or the Director of Corporate and Legal Affairs, unless any enactment otherwise requires or authorises, or the Board shall have given the necessary authority to some other person for the purpose of such proceedings.
- 13.2** The Director of Corporate and Legal Affairs or nominated Officers shall be authorised to sign on behalf of the Trust any agreement or other document (not required to be executed as a deed) the subject matter of which has been approved by the Board or Committee or Sub-Committee to which the Board has delegated appropriate authority.
- 13.3** Subject to SO 13.4 below, where the execution of any agreement or other document is authorised by these Standing Orders it may be signed by the Chief Executive or the Director of Corporate and Legal Affairs.
- 13.4** An Executive Director of the Trust must sign all finance or operating lease agreements for the supply of goods and/or services which it is proposed that the Trust enters into, irrespective of their financial value. Other than in exceptional circumstances, the Chief Finance Officer shall act as the Executive Director for the purposes of this Standing Order.
- 13.5** Prior to signature of finance or operating leases as referred to in SO 13.4 above, the Chief Finance Officer (or his nominated representative) must review and approve the proposed form of finance or operating lease agreement, enabling him to confirm that the lease agreement is correctly classified either as an operating lease or a finance lease and thereby satisfy himself, on behalf of the Trust, of the value for money of the proposed agreement. The review to be undertaken by the Chief Finance Officer under this Standing Order 13.5 shall be carried out in addition to any technical evaluation to be conducted by any other person in respect of the goods and/or services to be supplied.
- 13.6** If (i) the Chief Executive issues an instruction or if (ii) the Trust Board issues a direction that permits a contract or deed to be executed by use of electronic signatures (such as but not limited to DocuSign), then the signature of such contract or deed shall be permitted to be carried out using such electronic signature method, provided always that:
- (a) all Standing Orders shall continue to apply to the authorised powers, processes and requirements applicable to the execution of such contract or deed;
 - (b) where a deed is to be executed electronically the Trust Officer executing the deed shall obtain legal advice prior to such execution in order that the specific legal requirements to perfect such an electronic execution are adhered to; and

- (c) the Trust Officer executing the contract or deed electronically shall ensure that a composite electronic copy and a printed hard copy are both safely stored at the Trust for a formal record of the executed contract and/or deed.

14. LAND AND PROPERTY TRANSACTIONS

- 14.1 Role of Director of Estates & Facilities**, the Director of Estates & Facilities shall act as the lead Director in providing advice to the Trust on the processes of conducting land and property transactions, including acquiring, managing, leasing, letting, licensing and selling land and property, and in executing action on behalf of the Trust in such matters.
- 14.2** In providing advice and executing action under SO 14.1, the Director of Estates & Facilities shall have regard to the principles and requirements of Estatecode and, specifically, “Property transactions - a management guide for NHS Trusts”.
- 14.3** The Director of Estates & Facilities shall be authorised to grant and terminate property leases on behalf of the Trust in consultation with the Chief Finance Officer. Note that, in addition, before any building, engineering, property or capital document is sealed it must be approved and countersigned by the Director of Corporate and Legal Affairs (or an Officer nominated by him who shall not be within the originating Directorate) (see SO 12.3).
- 14.4 Acquisitions and Disposals** – The Trust Board only shall authorise the acquisition or disposal of land by formal resolution which shall be recorded in the Minutes of its meetings.
- 14.5 Contracts for Acquisitions and Disposals** - Acquisitions and disposals of land shall be executed under the Common Seal of the Trust and the contract documentation shall include reference to the authorising Minute of the Trust Board.
- 14.6 Record of Acquisitions and Disposals** - All acquisitions and disposals of land shall be recorded in the Seal Register to be maintained by the Director of Corporate and Legal Affairs under SO 12.4.

15. MISCELLANEOUS

- 15.1 Standing Orders to be Given to Directors and Officers** - It is the duty of the Chief Executive to ensure that existing Directors and Officers and all new appointees are notified of and understand their responsibilities within SOs and SFIs. Updated copies shall be issued to staff designated by the Chief Executive.
- 15.2 Documents Having the Standing of Standing Orders** - Standing Financial Instructions, Reservation of Powers to the Board and Delegation of Powers, the Code of Business Conduct for Trust staff and Trust Policy on Fraud shall have effect as if incorporated into SOs.
- 15.3 Review of Standing Orders** - Standing Orders shall be reviewed annually by the Trust Board on the advice of the Audit Committee. The requirement for review extends to all documents having effect as if incorporated in SOs.