



Brontë Academy Trust
Great schools. Inspirational people. Strong foundations.

Bronte Academy Trust

Academy Tendering and Procurement Policy

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STATEMENT OF INTENT

Bronte Academy Trust aims to achieve value for money on all its tendering and procurement activities while complying with all statutory requirements. This policy has been created to establish procedures to ensure that all members of staff involved in tendering and procurement are aware of the appropriate procedures and requirements. The Trust will ensure it is able to show that public funds have been used as intended by parliament.

During the Trust's tendering and procurement processes, we aim to fulfil the following objectives:

- Maximising public benefit
- Being transparent about policies and decisions
- Acting and being seen to act with integrity
- Treating all potential suppliers the same
- Avoiding putting suppliers at an advantage or disadvantage

PROCUREMENT ACT 2023: POLICY BACKGROUND

The Procurement Act 2023 came into force on 24 February 2025, bringing with it changes in procurement regulation and practices; however, this will only affect purchases which are over the public procurement thresholds set out below:

- Supplies and Services: £214,904
- Works: £5,372,609

Due to the transitional and saving arrangements set out in the regulations, procurements that started before 24 February 2025 must continue to be procured and managed under the previous legislation.

Schools and trusts are exempt from the below-threshold requirements of the new legislation, meaning that the process of making any purchases which are below the threshold remains unchanged.

DEFINITIONS

Procurement: The award, entry into and management of a contract.

Procurement thresholds: the financial threshold at which The Procurement Act 2023 sets certain obligations on contracting authorities according to the value of the procurement.

Contracting authority: A public authority that is wholly or mainly funded out of public funds, or subject to public authority oversight, and does not operate on a commercial basis.

Covered procurement: The award, entry into and management of a public contract.

Conflict of Interest: Where someone involved in the procurement process has a personal or professional interest that could influence, or be seen to influence, their decisions.

Public contract: Any contract for the supply, for pecuniary interest, of goods, services or works to a contracting authority with a value above the relevant threshold that is not exempted by Schedule 2 of the Procurement Act 2023.

Centralised procurement authority: A contracting authority that is in the business of carrying out procurement for or on behalf of other contracting authorities, e.g. via a framework or agreement.

Central digital platform: this platform is an enhancement of the existing Find a Tender service that makes it easier for suppliers to find and bid for contracts, allow notices and documents to be published and enable contracting authorities to meet their transparency responsibilities.

Standstill period: the period between announcing which supplier is to be awarded the contract and actually entering into that contract. It provides unsuccessful suppliers the opportunity to raise any potential claims before the new public contract is entered into. The standstill period is a minimum of eight working days, beginning with the day on which the contract award notice is published.

Clarification stage: A time when suppliers can ask questions.

Framework agreement: A buying process wherein schools buy goods and services from a centralised list of DfE pre-approved suppliers without having to complete a full procurement process e.g. Find a Tender.

1 LEGAL FRAMEWORK

This policy has due regard to legislation and national guidance including, but not limited to, the following:

- The Academies Act 2010
- Equality Act 2010
- Procurement Act 2023
- The Public Contracts Regulations 2015
- DfE (2025) 'Buying for schools: how to buy what you need'
- DfE (2025) 'Buying for schools: things to consider before you start'
- The Procurement Regulations 2024
- ESFA (2024) 'Academy Trust Handbook 2024'(ATH)
- DfE (2024) 'Academy trust governance guide'
- ESFA (2023) 'Declare or seek approval for related party transactions: summary guidance'
- HM Treasury (2012) 'Review of the tax arrangements of public sector appointees'
- Data Protection Act 2018
- The UK General Data Protection Regulation (UK GDPR)

This policy operates in conjunction with the following Trust policies:

- Data Protection Policy
- Contractors Policy
- Business Continuity Policy
- Conflicts of Interest Policy
- Anti-Fraud and Corruption Policy
- Finance Policy
- Reserves and Investments Policy
- Records Management Policy

2 ROLES AND RESPONSIBILITIES

The **members** are responsible for:

- Having collective accountability and responsibility for the Trust and assuring itself that there is compliance with regulatory, contractual, and statutory requirements
- Where necessary, by special resolution, issuing direction to the trustees to take specific action
- Conducting the business of the Trust in accordance with company and charity law and adhering to the Trust's funding agreement with the Secretary of State
- Knowing about and adhering to the Seven Principles of Public Life

The **board of trustees** is responsible for:

- Complying with the Trust's charitable objects, with company and charity law, and with their contractual obligations under the Trust's funding agreement
- Ensuring regularity and propriety in use of the Trust's funds, achieving economy, efficiency and effectiveness – the three elements of value for money

- Taking ownership of the Trust's financial sustainability, and its ability to operate as a going concern
- Acting in the best interest of the Trust and being open and transparent about their decisions and actions
- Following the requirements of the guidance in the ATH
- Appointing an accounting officer and notifying the Secretary of State of that appointment
- Managing the Trust's financial affairs, stewardship of assets and efficient use of resources to maximise outcomes for pupils
- Ensuring the Trust has sound internal control, risk management and assurance processes
- Being able to show that pupil funds have been used as intended by parliament
- Ensuring internal delegation levels are applied
- Approving a written scheme of delegation of financial powers
- Managing conflicts of interests and related party transactions and ensuring that requirements for managing related party transactions are applied across the Trust
- Managing personal relationships with related parties to avoid both real and perceived conflicts of interest, promoting integrity and openness in accordance with the Seven Principles of Public Life
- Approving a balanced budget for the financial year and minuting the approval
- Appointing an audit and risk committee to advise on the adequacy of the Trust's controls and risks
- Knowing about and adhering to the Seven Principles of Public Life
- Ensuring a competitive procurement procedure is in place and incorporated into the Trust's financial framework which conforms to government guidance and legislation
- Seeking professional advice where appropriate
- Referring to the **Buying for schools: how to buy what you need tool** to help obtain value for money and apply relevant procurement regulations

The **accounting officer** is responsible for:

- Assuming the responsibilities of the role, as set out in the ATH
- Achieving value for money and the best possible educational outcomes through the economic, efficient, and effective use of resources
- Ensuring regularity when dealing with items of income and expenditure in accordance with legislation, the terms of the Trust's funding agreement and the 'Academy Trust handbook' (ATH), and with the Trust's internal procedures
- Ensuring propriety with regards to expenditure and receipts, including standards of conduct, behaviour, and corporate governance
- Keeping full and accurate financial records
- The management of opportunities and risks
- Assuring the board of trustees that the Trust is compliant with the ATH and the funding agreement
- Informing the board of trustees, in writing, of any action or policy under consideration that is incompatible with the terms of the Articles of Association, funding agreement or the ATH

The **CFO** is responsible for:

- Acting as the principal finance officer for the Trust

- Ensuring that all financial matters focus on the wider needs of the Trust, rather than on any individual academy
- Challenging finance staff to ensure that value for money is routinely obtained
- Ensuring effective financial policies are in place across the Trust
- Continuing professional development and/or personal development and undertaking relevant ongoing training
- Liaising with the headteacher from each academy regarding financial matters

Local governing boards are responsible for:

- Reviewing the budget
- Ensuring that any grants are used for the purposes intended
- Reviewing the actual income and expenditure against the approved budget for their academy
- Ensuring responsibility for the Trust's detailed financial procedures is delegated

The **headteacher** is responsible for:

- Prioritising and allocating financial resources appropriately, ensuring efficiency, effectiveness, and probity in the use of public funds
- Implementing the decisions of the governing board
- Ensuring that all monies controlled by the school are handled in accordance with LA regulations and sound financial practice
- Overseeing staff dealing with finances and ensuring that procedures are carried out accurately

The **office manager** is responsible for

- Working with and maintaining administrative systems, ensuring that maximum efficiency is achieved
- Ensuring that orders, invoices and other financial documents are processed according to established procedures
- The financial management system and all financial and personnel papers, ensuring that only authorised staff members have access to personnel files and that arrangements to access their own files are in line with the UK GDPR and the Data Protection Act (DPA) 2018
- Maintaining a list of all assets
- Advising the headteacher on matters of financial administration or maladministration

3 pre-procurement research and preparation

The Business Case

Prior to purchasing goods and services the Trust will always undertake research and preparation to ensure it is able to get the best deal and save money.

The Trust and its schools will always check buying rules before starting a procurement process to ascertain responsibly for buying certain things.

When preparing the business case, the Trust will:

- Talk with the people who will use the goods or services to ensure their needs can be met

- Talk with the people who will approve the purchase
- Talk with the suppliers, to get an idea of process and what's available. Note, staff will only speak to potential suppliers if they are authorised to do so
- Think about whether expert help is needed with writing the specification, or with the whole buying process

Once these issues have been resolved, the Trust will prepare and write a business case to outline:

- What is required, why it is required and by what date
- What level of approval is needed
- The Trust's decision-making process
- A draft of the specification
- The estimated cost
- Whether there are any opportunities to work with other schools or Trusts
- Who should be involved in the process, e.g. the governing board, suppliers, technical experts

When writing a business case, the Trust will consider:

- The total cost of the contract across its lifetime
- The price of the goods or services, including VAT
- Any delivery charges
- Any ongoing maintenance costs
- Any running costs
- The cost of removing or disposing of an item that is no longer needed
- The availability of the budget

The Trust will also consider working with other schools or trusts to save time and money and will consider:

- Borrowing equipment
- Sharing resources and staff expertise
- Sharing knowledge of markets
- Comparing prices and experiences from previous purchases
- Pursuing a joint venue

Procurement and spending decision

In all procurement decisions the Trust will ensure that:

- Spending is for the purpose intended and there is probity in the use of public funds
- Spending decisions represent value for money
- Internal delegation levels exist and are applied
- The appropriate route to buy is used in accordance with PCR procurement rules
- Professional advice is obtained where appropriate

In all procurements a written specification will outline the Trust's requirements and include the following details:

- A precise description of the goods, work or services required and what it should do
- The amount required and when it is needed
- The expected quality of the goods, work or services

Conflicts of Interest

To ensure the integrity of the procurement process the Trust will be proactive in ensuring that anybody involved is unable to influence, or be seen to influence, Trust decisions.

The Trust will follow the Conflicts of Interest Policy to manage this and try to identify and remove any potential conflicts before the start of any process.

4 FINDING THE RIGHT ROUTE TO BUY

Procurement basics

The Trust is aware of the statutory procurement regulations in place and understands that there are separate procedures that it must follow for the five different buying procedures (routes) and that these differ according to the value of the procurement being sought.

Route 1: Use a framework agreement (appendix 1)

Route 2: Use catalogues to find low value goods (appendix 2)

Route 3: Get at least three quotes from suppliers for low to medium purchases (appendix 3)

Route 4: Advertise a contract and run a buying process for high value purchases **under** the public procurement threshold (appendix 4)

Route 5: Run a process compliant with the Procurement Act 2023 for high value purchases **over** the procurement thresholds – either ‘**open procedure**’ or ‘**competitive flexible procedure**’ (appendix 5)

When undertaking any of these routes, the Trust will follow the guidelines set out by the government and ensure that it complies with the latest procurement regulations and legislation.

Procurement thresholds

The following thresholds are in place in relation to how goods, works or services can be procured:

Order value	Process required
Low – Up to £4,000	Route 1 – Framework agreement Route 2 – Use catalogues
Medium - £4,000 to £40,000	Route 1 – Framework agreement Route 3 – Get at least three quotes from suppliers
High – over £40,000 and up to procurement thresholds	Route 1 – Framework agreement Route 4 – Advertise a contract and run a buying process

<p>Over PCR thresholds: Supplies & services - £214,904 Works - £5,372,609</p>	<p>Route 1: Framework agreement Route 5 – Run a process compliant with the Procurement Act 2023 – either ‘open procedure’ or ‘competitive flexible procedure’</p>
<p>Services covered by the ‘light touch regime’ - £663,540</p>	

5 CONTRACTS

The Trust will seek legal advice before entering a contract and ensure that it has a contract management plan in place. Non-routine tenders or purchases, such as leases, are subject to a contract, which will be signed before the work begins or goods are delivered.

Once contracts have been signed by both parties the Trust will arrange a meeting with suppliers to finalise the management and payment arrangements, clarify key performance indicators, and agree how both parties will work together.

All contracts will include the following details:

- A detailed description of the goods, works or services the Trust has agreed to buy, linked to the specification
- A pricing schedule – what will be paid when
- Terms and conditions
- The level of service you want – this may include service level agreements (SLA) and / or ‘key performance indicators’ (KPIs)
- Any contract management arrangements, such as regular meetings or contact
- An ‘Implementation plan’ saying who is responsible for what – for example, if buying ICT equipment, who will do the cabling and install it
- What happens at the end of the contract
- The written specification, as an appendix to the contract
- The timeline and completion date of the work
- An exit process
- The requirements for any companies being employed by the supplier

The Trust will ensure that it holds regular meetings with the supplier to discuss

- Their progress with any work
- Where they are doing well
- Any problems and what to do about them
- Any changes that are needed
- Planned maintenance

- Upgrades or improvements

Notes of these meetings will be kept and shared with the supplier

Copies of all contracts will be securely stored in the central record located in the main office.

The Trust will use a variation agreement if changes to the contract are required at any point.

The Trust will set the option to extend a contract in its invitation to tender, if required and specify a timeframe. Any extended contracts will adhere to the timeframe set in the invitation to tender, using a variation agreement.

The Trust will seek legal advice or contact the DfE if a contract needs to be extended but was not an option included on the initial invitation to tender.

The end of a contract

The Trust will plan for the end of a contract in advance by:

- Returning the supplier's equipment, where required
- Terminating any joint arrangements
- Disposing of or removing any unwanted items

The Trust will follow its exit process where a contract needs to end prematurely

Sub-Contractors

If the supplier is employing another company to undertake some, or all, of the work, or to provide goods, it is the supplier's responsibility to ensure that the company has the requirements listed below in place – these requirements will be made clear in the contract:

- Health and safety policies in place
- The relevant insurance
- The required professional qualifications
- Proof of certification

Where appropriate and necessary, the Trust will seek further legal advice on sub-contractor warranties

6 ASSESSMENT OF GOODS

Goods will be inspected by the office manager upon delivery. Any items that are not part of the order, damaged or not fit for purpose will be returned as soon as practicable.

When goods are returned, the office manager will record:

- The name and product code of the item
- The cost of the item
- Photographic proof, if required
- Details of the item
- The reason for rejecting the item

A record of goods that have been accepted or rejected will be kept in the main office.

All receipts and invoices will be kept for a period of 18 months after the initial purchase, in line with the Records Management Policy. The CFO will process each receipt and ensure they are available for inspection where necessary

7 INVOICES

All invoices will be recorded and stored for future reference, with checks on the following information:

- The mathematical validity
- The purchase ledger
- The goods or services ordered and delivered
- Any difference between the agreed and delivered price
- The authorisation for payment
- The amount paid in VAT
- The total payment made

8 RISK MANAGEMENT

The Trust will maintain a risk register and manages risks to ensure its effective operation

The board of trustees will retain ultimate responsibility for risk management, including ultimate oversight of the risk register, drawing on advice from the audit and risk committee. The board of trustees will review the risk register as required and at least annually.

The Trust's risk management will include contingency and business continuity planning.

Bronte Academy Trust is protected from risk by the Risk Protection Arrangement (RPA)

The Trust will cooperate with risk management auditors and risk management, implementing any reasonable risk management audit recommendations.

9 CONFLICTS OF INTEREST AND RELATED PARTY TRANSACTION

The Trust will be even-handed in its relationships with related parties by ensuring;

- Trustees avoid any conflicts of interest, declare their interest in proposed transactions and arrangements, and will not accept benefits from third parties.
- All members, trustees, local governors and senior employees complete the register of interests, which is kept up to date
- No member, trustee, local governors, employee or related individual uses their connection to the Trust for personal gain, including payment under terms that are preferential to those that would be offered to an individual or organisation with no connection to the Trust
- Payments to trustees by the Trust are only made where permitted by its articles of association, or by the authority of the Charity Commission and comply with any relevant agreement with the Secretary of State
- Consideration is given to the Trust's obligations where payments are made to other businesses who employ a trustee, are owned by a trustee or in which the trustee holds a controlling interest

- The Charity Commission’s approval will be obtained, prior to payment, where the Trust believes a significant advantage exists in paying a trustee for acting as a trustee
- The Trust adheres to ‘at cost’ requirement
- The chair of trustees and the accounting officer’s capacity to control and influence does not conflict with related party transaction requirements
- Personal relationships with related parties are managed in a manner that avoids both real and perceived conflicts of interest, promotes integrity and openness, and is in accordance with ‘The Seven Principles of Public Life’

The Trust will recognise that relationships with related parties may attract greater public scrutiny, such as:

- Transactions with individuals in a position of control and influence, including the chair of the board of trustees and the accounting officer
- Payments to organisations with a profit motive, as apposed to those in the public or voluntary sectors
- Relationships with external auditors beyond their duty to deliver a statutory audit

Record keeping

The Trust will keep sufficient records and make sufficient disclosures in the annual accounts, to show that related party transactions have been made in accordance with accountability and transparency standards.

Reporting and approval or related party transaction

The Trust will obtain the DfE’s approval for related party transactions that are novel, contentious or repercussive. Transactions involving the chair of trustees or the accounting officer will be carefully considered against this requirement.

The Trust will report all contracts and other agreements with related parties to the DfE in advance of the contract or agreement commencing or being renewed, using DfE’s related party on line form

The DfE’s prior approval will be obtained, using the related party online form, for contracts and other agreements for supply of goods or services to the Trust by a related party agreed on or after 1st September 2023 where a contract or other agreement exceeds £40,000 in the same financial year ending 31st August.

Approval will not be required where contracts and other agreements for the supply of goods or services to the Trust are with colleges, universities and schools which are sponsors of the Trust, and other state funded schools and colleges, including academies.

For the purpose of reporting to, and approval by, the DfE, related party transactions will not include salaries and other payments made by the Trust to a person under a contract of employment through the Trust’s payroll.

The Trust will obtain DfE’s prior approval for any contracts and other agreements with related parties that are novel, contentious or repercussive, regardless of value, using DfE’s related party on-line form.

The Trust will carefully consider the impact of this requirement and its relevance to transactions involving the board chair or the accounting officer.

Register of Interests

In line with the requirements set out in the ATH and the Trust's Conflicts of Interests Policy, the Trust will keep a register of any relevant business and financial interests, including governance roles in other educational institutions, for members, trustees, local governors and senior employees, serving at any point over the past 12 months, including:

- Directorships, partnerships and employments with businesses
- Trusteeships and governorships at other educational institutions and charities
- For each interest, the name of the business, the nature of the business, the nature of the interest and the date the interest began

The register of interests will identify all relevant material interests from close family relationships between the Trust's members, trustees or local governors. It will also identify relevant material interest arising from close family relationships between those individuals and employees.

The Trust will consider any other interests for inclusion on the register of interests – if there is any doubt about whether an interest should be registered, it will be registered.

The CFO will keep the register of interests up to date.

The Trust will publish on its website the relevant business and pecuniary interests of members, trustees, local governors and accounting officers. The publication of interests belonging to any other individuals named on the register is at the discretion of the Trust.

'At cost' requirement

The Trust will not pay more than 'cost' for goods or services provided by the following:

- Any member or trustee of the Trust
- Any individual or organisation related to a member or trustee of the Trust, namely:
 - A relative of a member or trustee; defined as a close member of the family, or member of the same household, who may be expected to influence, or be influenced by, the person. This includes, but is not limited to, a child, parent, spouse or civil partner
 - An individual or organisation conducting business in partnership with the member, trustee or a relative of the member or trustee
 - A company in which a member or the relative of a member (taken separately or together), and/or a trustee or the relative of a trustee (taken separately or together), holds more than 20 percent of the share capital or is entitled to exercise more than 20 percent of the voting power at any general meeting of that company
 - An organisation which is controlled by a member or the relative of a member (acting separately or together), and/or a trustee or the relative of a trustee (acting separately or together) – an organisation is controlled by an individual or organisation if that individual or organisation is able to secure that the affairs of the body are conducted in accordance with the individual's or organisation's wishes
- Any individual or organisation given the right under the Trust's articles of association to appoint a member or trustee of the Trust, or anybody connected to the individual organisation

- Any individual or organisation recognised by the Secretary of State as a sponsor of the Trust, or anybody connected to the individual or organisation

A body is connected to an individual or organisation if it is controlled by the individual or organisation, controls the organisation, or is under common control with the individual or organisation, namely any of the following:

- Holding a greater than 20 percent capital share or equivalent interest
- Having the equivalent right to control management decisions of the body

Negotiated tender

Where a negotiated tender is used, the terms of the contract will be negotiated with the supplier. Negotiated tender is only used in any of the following circumstances:

- Other types of tender have been used and have not found any suitable suppliers
- Very few suppliers are available
- There is an urgent need for a service

10 PREPARATION FOR TENDER

In preparing for a tender, the CFO will consider the following:

- The overall objective of the project
- Any technical skills required to complete the project
- Any after-sales services required
- The form of the contract

11 INVITATION TO TENDER

The Trust will make all necessary documents available when the advert has been placed. These include:

- A covering letter
- A timeline
- How to ask questions
- How to submit a bid
- Specifications
- A list of things the Trust requires prices for
- The award criteria
- The level of service required
- Any contract management needs, such as regular meetings or contact
- If needed, an invitation for suppliers to give a demonstration
- The proposed contract drafted as far as possible

12 TENDER EVALUATION

When making purchases, the Trust will:

- Decide the method of assessing the bids
- Get the bids from at least three suppliers
- Assess all the bids received fairly and according to the specification
- Choose the supplier that offers the best value for money

When evaluating a tender, the following financial implications will be considered

- Lower costs may not necessarily be the most favourable, e.g. when they result in a reduced service
- The price being considered should be the total cost, without extra fees or hidden costs
- Where there is scope for negotiation, the CFO needs to ensure the best possible value for money

When evaluating a tender, the following technical requirements will be considered:

Certificates of conformity

Conformity of standards

- The qualifications and experience of the supplier
- Descriptions of technical services and facilities
- Quality control procedures
- Details of previously delivered services
- References from previous customers

When considering a tender, the following other requirements will be considered

- Pre-sales demonstrations
- After-sales service
- The financial viability of the supplier

13 TENDER ACCEPTANCE

Invitations to tender will always state the date and time the completed tender documents are to be received by the CFO.

Suppliers will be required to submit documents in marked brown envelopes clearly stating they are tender documents. All envelopes will be clearly marked upon arrival and securely stored in the main office.

Tender documents received after deadlines will not be considered unless the supplier provides proof of exceptional circumstances.

Informing unsuccessful bidders

The Trust will provide a letter including the following information to all unsuccessful bidders at the same time:

- The name of the winning bidder
- The award criteria used

- The scores for the winning bid
- The reasons for the decision, including the characteristics and relative advantages of the successful tender
- When the standstill period ends
- Their scores and feedback

The Trust will provide information regarding the cost of the winning bid upon request, provided it does not reveal any confidential information.

Informing the successful bidder

The Trust will provide a letter including the following information when informing the successful bidder that they have won:

- The award criteria used
- Their scores
- Why the Trust thinks their bid is the most economically advantageous
- When the standstill period ends

The Trust will use the letter as an invitation to finalise a contract. The letter will make it clear that:

- The Trust will only award them the contract if the standstill period passes without a challenge from another supplier
- There are no commitments, and no work should begin, until both sides have signed the contract

14 TENDER OPENING

All offers for tender will be opened at the same time, with a minimum of two members of staff present, one of whom will be the CFO.

A record will be kept of all the suppliers who submitted tenders, along with the amount tendered. A record will be signed by all members of staff who are present at the opening of a new tender. The records will be stored in line with the Trust's Records Management Policy.

15 STAFF INVOLVEMENT IN EVALUATING OFFERS FOR TENDERS AND QUOTES

The CFO will be responsible for ensuring that none of the members of staff involved in the tender process are subject to conflicts of interest.

Members of staff who are involved in decision making will never accept gifts or hospitality from suppliers.

A full record of the evaluation process will be maintained by the CFO.

16 UPDATED CONTRACTS

Non-routine tenders or purchases, such as leases, will be subject to a contract, which is signed before the work begins or goods are delivered.

A meeting will be arranged with the supplier to finalise the management and payment arrangements, clarify key performance indicators, and agree how they will work together.

All contracts will include the following details:

- A detailed description of the goods, works or services the Trust has agreed to by linked to specification
- A pricing schedule – what will be paid when
- Terms and conditions
- The level of service you want – this may include service level agreements (SLA) and/or ‘key’ performance indicators’ (KPIs)
- Any contract management arrangements such as regular meetings or contact
- An ‘implementation plan’ saying who is responsible for what – for example if buying ICT equipment, who will do the cabling and installing it
- What happens at the end of the contract
- The written specification, as an appendix to the contract
- The timeline and completion date of the work
- An exit process
- The requirements for any companies being employed by the supplier

If the supplier is employing another company to undertake some, or all, of the work, or to provide goods, it is the supplier’s responsibility to ensure the company has:

- Health and safety policies in place
- The relevant insurance
- The required professional qualifications
- Proof of certification

Copies of all contracts will be securely stored in the main office.

Challenges from unsuccessful bidders

The Trust will maintain the following minimum standstill period between notifying the winning bidder and awarding the contract, depending on the means of communication used to transmit the standstill notice.

- Notices communicated by electronic means: 10 calendar days
- Notices communicated by non-electronic means: 15 calendar days

If this period ends on a non-working day, this will be extended to the end of the next working day.

During the standstill period, if an unsuccessful bidder challenges the fairness of the contract award decision or process, the Trust will contact them and explain that the assessment process was conducted fairly and that the Trust has kept good records – legal advice may be sought depending on the nature or seriousness of the challenge.

If an unsuccessful bidder makes a legal challenge, the Trust will not finalise the contract, and will seek legal advice before proceeding.

The end of a contract

The Trust will plan for the end of a contract in advance by:

- Returning the supplier’s equipment, where required

- Terminating any joint arrangements
- Disposing of or removing any unwanted items

The Trust will follow its exit process where a contract needs to end prematurely.

17 RELATED PARTY TRANSACTIONS

The Trust will be even-handed in their relationships with related parties by ensuring:

- Trustees will avoid any conflicts of interest, declare their interest in proposed transactions and arrangement, and will not accept benefits from third parties
- All members, trustees, local governors and senior employees will complete the register of interests form
- No member, trustee, local governor, employee or related individual will use their connection to the Trust for personal gain, including payment under terms that are preferential to those that would be offered to an individual or organisation with no connection to the Trust
- Payments to trustees by the Trust will only be made where permitted by its articles of association, or by the authority of the Charity Commission, and comply with any relevant agreement with the Secretary of State
- The Trust will consider its obligations where payments are made to other businesses who employ a trustee, are owned by a trustee or in which the trustee holds a controlling interest
- Where the Trust believes a significant advantage exists in paying a trustee for acting as a trustee, the Charity Commission's approval will be obtained prior to payment
- The Trust adheres to 'at cost' requirements
The chair of trustees and the accounting officer will ensure their capacity to control and influence does not conflict with relevant party transaction requirements
- Personal relationships with related parties will be managed in a manner that avoids both real and perceived conflicts of interest, promotes integrity and openness, and is in accordance with 'The Seven Principles of Public Life'

The Trust will recognise that relationships with related parties may attract greater public scrutiny, such as:

- Transactions with individuals in a position of control and influence, including the chair of the board of trustees and the accounting officer
- Payments to organisations with a profit motive, as opposed to those in the public or voluntary sectors
- Relationships with external auditors beyond their duty to deliver a statutory audit

Record keeping

The Trust will keep sufficient records, and make sufficient disclosures in the annual accounts, to show that related party transactions have been made in accordance with accountability and transparency standards.

Approval by the ESFA

The Trust will obtain the ESFA's approval for related party transactions that are novel, contentious or repercussive. Transactions involving the chair of trustees or the accounting officers will be carefully considered against this requirement.

All related party transactions will be reported to the ESFA in advance of transactions taking place on or after 1 September 2023, using the ESFA's online form.

The ESFA's prior approval will be obtained, using the online form, for contracts and other agreements for the supply of goods or services to the Trust by a related party agreed on or after 1 September 2023 where any of the following limits arise:

- A contract or other agreement exceeding £40,000
- A contract or other agreement of any value that would take the total value of contracts and other agreements with the related party beyond mean the cumulative value of contracts and other agreements with the related party exceeds, or continues to exceed, £40,000 in the same financial year ending 31 August

Approval will not be required where contracts and other agreements for the supply of goods or services to the Trust are with colleges, universities and schools which are sponsors of the Trust, and other state funded schools, colleges, including academies.

For the purposes of reporting to, and approval by, the ESFA, related party transactions will not include salaries and other payments made by the Trust to a person under a contract of employment through the Trust's payroll.

When seeking approval, the Trust will ensure that it has the relevant information about the supplier, including the suppliers name, address and company number. The Trust will also:

- Confirm the statement which best describes the relationship between the supplier and the Trust
- Confirm that the supplier is listed in the Trust's register of interests
- Confirm that the Trust has a statement of assurance from the supplier
- Confirm that the Trust has an open-book agreement with the supplier
- Provide a short description of the goods or service, details of the proposed cost and the start and end date of any contract or agreement

In addition, the Trust will provide evidence of the following:

- How the Trust agreed to the related party transactions, e.g. minutes of meetings where it was discussed
- That the Trust followed this policy
- That the Trust tested the market before making a decision
- How the Trust managed any conflicts of interest

The Trust will provide a copy of the agreement or proposed contract. The Trust will upload any additional documents the Trust feels are relevant as part of its submission.

The Trust will ensure the information and documentation listed in the 'Academy trust handbook' has been received before the Trust completes the online related party transaction form.

Register of interests

The Trust will document all relevant business and pecuniary interests of members, trustees, local governors and senior employees, including:

- Directorships, partnerships and employments with businesses
- Trusteeships and governorships at other educational institutions and charities
- For each interest, the name of the business, the nature of the business, the nature of the interest and the date the interest began

The register of interests will identify all relevant material interests from close family relationships between the Trust's members, trustees or local governors. It will also identify relevant material interests arising from close family relationships between those individuals and employees.

The Trust will consider any other interests for inclusion on the register of interests – if there is any doubt about whether an interest should be registered, it is registered.

The CFO will keep the register of interests up to date.

The CFO will publish on the website the relevant business and pecuniary interests of members, trustees, local governors and accounting officers. The publication of interests belonging to other individuals named on the register is at the discretion of the Trust.

'At cost' requirements

The Trust will not pay more than 'cost' for goods or services provided by the following:

- Any member or trustee of the Trust
- Any individual or organisation related to a member or trustee of the Trust, namely:
 - A relative of a member or trustee; defined as a close member of the family, or member of the same household, who may be expected to influence, or be influenced by, the person. This includes, but is not limited to, a child, parent, spouse or civil partner
 - An individual or organisation conducting business in partnership with the member, trustee or a relative of the member or trustee
 - A company in which a member or the relative of a member (taken separately or together), and / or trustee or the relative of a trustee (taken separately or together), holds more than 20 percent of the share capital or its entitled to exercise more than 20 percent of the voting power at any general meeting of that company
 - An organisation which is controlled by a member or the relative of a member (acting separately or together), and/or a trustee or the relative of a trustee (acting separately or together) – an organisation is controlled by an individual or organisation if that individual or organisation is able to secure that the affairs of the body are conducted in accordance with the individual's or organisation's wishes
- Any individual or organisation given the right under the Trust's articles of association to appoint a member or trustee of the academy trust, or anybody connected to the individual or organisation
- Any individual or organisation recognised by the Secretary of State as a sponsor of the Trust, or anybody connected to the individual or organisation

A body is connected to an individual or organisation if it is controlled by the individual or organisation, controls the organisation, or is under common control with the individual or organisation, namely any of the following:

- Holding a greater than 20 percent capital share or equivalent interest

- Having the equivalent right to control management decisions of the body
- Having the right to appoint or remove a majority of the board or governing board

'At cost' requirements will apply to:

- Contracts for goods and services from a related party agreed on or after 7 November 2013
- Contracts for goods and services from a related party exceeding £2500, cumulatively, in any one financial year. Where a contract takes the Trust's cumulative annual total with the related party beyond £2500, the element above £2500 must be at no more than cost
- Legal advice or audit services when the organisation's partner directly managing the service is a member or trustee of the Trust, but not in other cases

The Trust will ensure that any agreement with an individual or organisation which is classed as being a related party transaction is:

- Procured through an open and fair process
- Supported by a statement of assurance from the individual or organisation to the Trust confirming their charges do not exceed the cost of the goods or services
- On the basis of an open-book agreement including a requirement for the supplier to demonstrate clearly, if requested, that their charges do not exceed the cost of supply
- The cost will be the full cost of all the resources used in supplying the goods or services and will not include any profit. Full costs include:
 - All direct costs – the costs of any materials and labour used directly in producing the goods or services
 - Indirect costs – a proportionate and reasonable share of fixed and variable overheads

18 MONITORING AND REVIEW

Declaration of Responsibility

This Tendering and Procurement Policy was reviewed and formally adopted by
Bronte Academy Trust on

.....15 July 25.....Date



.....Signed Chair of Trustees



..... Signed Chief Executive Officer