

## **Part4**

### **Section C - CFA Meeting Procedure Rules**

#### **INTRODUCTION**

These Procedure Rules are the CFA's internal rules for ensuring good practice and compliance with the law in the conduct of its business. They are to be observed at all meetings of the CFA and its committees.

#### **Rule 1 - Meetings of the CFA**

- 1.1 The CFA shall hold an annual meeting between the first day of May and the last day of June each year. The first item of business on the agenda for the annual meeting shall be the appointment of Chair and Vice-Chair for the ensuing year.
- 1.2 In addition to the annual meeting of the CFA and any meetings convened by the Chair or by members of the CFA, meetings for the transaction of general business shall be held on such days at such times and in such places as may be determined by the CFA at its annual meeting provided any such details may be varied at a subsequent meeting.
- 1.3 In these Procedure Rules "ordinary meeting" means a meeting described in paragraph (1) or (2) above other than a meeting convened by the Chair or by members of the CFA.
- 1.4 The Chair of the CFA may cause a special meeting of the CFA to be called at any time.
- 1.5 A special meeting of the CFA shall be called on the request of at least one third of the whole number of members of the CFA, including at least one member from each of two of the Constituent Authorities, by notice in writing and signed by them and given to the Monitoring Officer and specifying the business for which the meeting is to be called.

#### **Rule 2 - Chair of the Meeting**

- 2.1 Any power or duty of the Chair in relation to the conduct of a meeting may be exercised by the person presiding at the meeting.

### **Rule 3 - Public Notice of Meetings**

- 3.1 Notice of the time and place of CFA meetings shall be published at Fire Service HQ, at least five clear days\* before the meeting. In the case of a special meeting which may be called on the grounds of urgency, five clear days' notice shall be given, save where a special meeting is called within five clear days and in such circumstances the required notice [unless a special meeting is called within three days] must be published as soon as the special meeting is called.

(\*Note - "clear days" excludes the day of notice, the day of the meeting, Bank Holidays, Saturdays and Sundays.)

### **Rule 4 - Summons to Meetings**

- 4.1 A summons to attend a CFA meeting must be delivered to each member of the CFA, giving at least five clear days\* notice (unless the meeting is called urgently), specifying the business to be transacted and signed by or on behalf of the Monitoring Officer. In the case of a special meeting called within five clear days, the notice must be delivered as soon as is practically possible. (\*see Rule 3).

### **Rule 5 - Quorum**

- 5.1 The quorum prescribed for meetings of the CFA by the Leicestershire Fire Services (Combination Scheme) Order 1996 is one third of the total number of members, including at least one from each of two of the Constituent Authorities.
- 5.2 If during any meeting of the CFA the Chair, after counting the number of members present, declares that there is not a quorum present, the meeting shall stand adjourned. The consideration of any business not transacted shall be adjourned to a time fixed by the Chair at the time the meeting is adjourned, or if the Chair does not fix a time, to the next ordinary meeting of the CFA or to any earlier special meeting, if called, and that business is specified in the notice.

### **Rule 6 - Order of Business**

- 6.1 Except as otherwise provided by Rule 7 the order of business at ordinary meetings of the CFA shall be:

- 1) to choose a person to preside if the Chair and Vice-Chair are absent;
- 2) apologies for absence;
- 3) to receive declarations by members of personal and/or prejudicial interests in respect of items on the agenda;
- 4) to deal with any business required by statute to be done before any other business;
- 5) Chair's announcements;
- 6) to confirm the minutes of the last meeting of the CFA;
- 7) to deal with any business expressly required by statute to be done;
- 8) questions asked under Rule 9;
- 9) to advise on any other items which the Chair has decided to take as urgent elsewhere on the agenda;
- 10) to consider reports of Officers;
- 11) to consider motions in the order in which notice has been received;
- 12) any other items which the Chair decides are urgent.

#### **Rule 7 - Variation of Order of Business**

- 7.1 Business falling under items 1), 2), 4), 5) or 6) of Rule 6.1 shall not be displaced, but subject thereto the foregoing order of business may be varied:
- 1) at the discretion of the Chair; or
  - 2) by a resolution passed at that meeting. A motion to vary the order of business shall be moved and seconded formally and put without discussion.

#### **Rule 8 - Minutes of the CFA**

- 8.1 The Minutes of a meeting of the CFA shall be submitted for approval of their accuracy at the next meeting of the CFA.
- 8.2 At a meeting of the CFA at which minutes of a previous meeting are submitted for approval of their accuracy, the Chair shall move that those minutes be so approved.
- 8.3 No motion or discussion shall take place upon the minutes, except upon their accuracy, and any matter concerning their accuracy shall be raised by

amendment.

- 8.4 If no such matter is raised, or if it is raised then as soon as it has been disposed of, the Chair shall sign the minutes.

## **Rule 9 – Questions**

- 9.1 At a meeting of the CFA a member may ask the Chair of the CFA, any question relating to the business of the CFA or which relates to a matter affecting the CFA.
- 9.2 The text of any question shall be submitted in writing to the Chief Fire and Rescue Officer not less than five clear days before the meeting at which the member proposes to ask the question subject to paragraph (4) of this Standing Order (urgent business).
- 9.3 The Chair of the meeting may allow the asking of a question which has not been submitted as required by paragraph 9.2 above, if he or she considers that it relates to urgent business. The text of any such question shall, if possible, be delivered to the Chief Fire and Rescue Officer not later than 10.00 a.m. on the day before the meeting at which the question is to be asked.
- 9.4 After a question has been replied to, the member who asked it may ask one supplementary question for the purpose of clarifying the reply which has been given. A member asking such a supplementary question shall confine himself or herself to the substance of the original question, and shall not introduce any new matter which did not fall within the scope of his or her original question.
- 9.5 Every question shall be put and answered without discussion.
- 9.6 No resolution shall be moved with reference to any question or reply to a question.
- 9.7 If the Chair of the meeting is of the opinion that the question is out of order, or of a personal character, or in the interests of the Council it is undesirable, he or she shall so inform the member and shall not allow the question to be put.
- 9.8 Questions asked in pursuance of the above paragraphs of this Rule 9 shall be recorded in the minutes of the meeting, and the Monitoring Officer shall

supply the questioner with a copy of the replies thereto within seven working days after the meeting.

### **Rule 9A - Right of Recognised Trades Unions to make representations**

- 9A.1 A representative from each of the trades unions recognised by the CFA shall have the right to make representations at any meeting of the CFA on any item on the agenda.
- 9A.2 The right to make representations shall only apply to an item on the agenda to which the public has not been excluded under Part 4, Section D (Access to Information Procedure Rules) Rule 10.
- 9A.3 The right to make representations shall only apply where the representative has notified the Monitoring Officer by 12 noon on the last working day before the meeting that the right is to be exercised for a particular item on the agenda and where possible and in the interests of transparency provide a note of the key points to be raised.
- 9A.4 For the purposes of Rules 18.8 and 18.9 (Conduct of Members) the expression "member" shall be construed so as to include a representative exercising the right to speak under this rule.

### **Rule 10 - Notices of Motion**

- 10.1 Notice of every motion (other than a motion which under Rule 11 may be moved without notice) shall be in writing signed by the member or members of the CFA giving the notice and delivered at least eight clear days\* before the next meeting of the CFA, to the Monitoring Officer, by whom it shall be dated, numbered in the order in which it is received, and entered in a book which shall be open to the inspection of every member of the CFA. (\* See Rule 3 for the definition of "clear days").
- 10.2 There shall be inserted in the summons for every meeting of the CFA all notices of motion duly given in the order in which they have been received, unless the member giving such a notice has, when giving it, intimated in writing that the member proposes to move it at some later meeting or has withdrawn it in writing.

- 10.3 If a motion of which notice has been given and not withdrawn be not moved by the member who gave notice of it, it may be moved by another member of the CFA and if not so moved it shall, unless postponed by consent of the CFA, be treated as abandoned and shall not be moved without fresh notice.
- 10.4 Any notice of motion which would have the effect of materially increasing the expenditure or reducing the revenue of the CFA, otherwise than in the form of a proposal that the matter be referred to the Chief Fire and Rescue Officer for consideration and report to the next ordinary meeting of the CFA, shall not be deemed to have been duly given for the purposes of this Rule.

### **Rule 11 - Motions and Amendments which may be moved without Notice**

- 11.1 Motions and amendments relating to the following matters may be moved without notice:
- 1) appointment of a member to preside at a meeting in the absence of the Chair and Vice Chair.
  - 2) the approval of accuracy of the minutes.
  - 3) that an item of business specified in the summons have precedence (subject to the provisions of Rule 7).
  - 4) adoption of reports and recommendations of officers and any consequent resolution.
  - 5) authorising the sealing of documents.
  - 6) giving consent of the CFA where the consent of the CFA is required by these Procedure Rules.
  - 7) any of the motions listed in Rule 12 whether or not moved whilst another motion is under debate.
  - 8) any motion relating to an item which the Chair has decided to take as urgent.

### **Rule 12 - Motions which may be moved during Debate**

- 12.1 When a motion is under debate no other motion shall be moved except the following:
- 1) to amend the motion.

- 2) to adjourn the meeting.
- 3) to adjourn the debate.
- 4) to proceed to the next business.
- 5) that the proposition under discussion be put (see Rule 22).
- 6) that a member be not further heard.
- 7) by the Chair under Rule 18(9) (a) "that the member named do leave the meeting".
- 8) to exclude the public.
- 9) to extend the time limit for speeches.
- 10) that these Procedure Rules be suspended under Rule 31.
- 11) that leave be given to alter or withdraw a motion, amendment or report.

### **Rule 13 - Rescissions**

- 13.1 No motion to rescind any resolution passed within the preceding six months and no motion to the same effect as one which has been rejected within that period shall be proposed unless at a meeting subsequent to the meeting at which such resolution or rejection was agreed, a member moved for consent to propose the motion and obtain a majority of those members present at the meeting in which case notice of the motion shall be inserted in the summons for the next ordinary meeting of the CFA.
- 13.2 This Rule shall not apply to a motion moved whilst there is before the CFA a recommendation of an Officer relating to the matter.

### **Rule 14 - Amendments to Motions**

- 14.1 An amendment shall be relevant to the motion and shall be either:
- 1) to leave out words;
  - 2) to leave out words and insert or add others;
  - 3) to insert or add words;

but such omission, insertion or addition of words shall not have the effect of negating a motion before the CFA.

Only one amendment may be moved and discussed at a time and no further amendment shall be moved until the amendment under discussion

has been disposed of.

Provided that the Chair may permit two or more amendments to be discussed (but not voted on) together if the Chair considers that this course would facilitate the proper conduct of the CFA's business.

- 14.2 If an amendment be lost, other amendments may be moved on the original motion. If an amendment be carried, the motion as amended shall take the place of the original motion and shall become the motion upon which any further amendment may be moved.

### **Rule 15 - Alterations or Withdrawal of Motion or Amendment**

- 15.1 A proposer of a motion may, with the concurrence of the seconder and the consent of the CFA, alter the motion if the alteration is such that it could properly be effected by an amendment of the motion. A proposer of an amendment may, with the like concurrence and consent, alter the amendment if the amendment as altered could properly have been moved in that form as an amendment. The altered motion or amendment shall if required by the Chair be reduced into writing and handed to the Chair before the consent of the CFA to the alteration is sought.
- 15.2 A proposer of a motion or of an amendment may, with the concurrence of the seconder and the consent of the CFA, withdraw such motion or amendment, and no member shall speak upon it after the proposer has thus asked permission for its withdrawal, unless such permission shall have been refused.
- 15.3 The giving or refusal of the consent of the CFA to the alteration or withdrawal of a motion or amendment shall be signified without discussion.

### **Rule 16 - Motions and Amendments Generally**

- 16.1 A motion or amendment shall not be discussed unless it has been proposed and seconded, and (unless notice has already been given in accordance with Rule 10) it shall, if required by the Chair, be put into writing and handed to the Chair before it is further discussed or put to the meeting.
- 16.2 A member may not propose or second a motion or amendment on



which the member is disqualified from voting.

### **Rule 17 - Motions Affecting Persons Employed by the CFA**

- 17.1 If any question arises at a meeting of the CFA or its committees as to the appointment, promotion, dismissal, salary, pension, conditions of service or the conduct of any person employed by the CFA, such question shall not be the subject of discussion until the CFA has decided whether or not the power of exclusion of the public under Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960 (as amended by Section 100 of the Local Government Act 1972), shall be exercised.

### **Rule 18 - Length of Speeches and Conduct of Members**

- 18.1 A member shall direct his or her speech to the question under discussion or to a personal explanation or to a point of order and shall not impute motives or use offensive expressions to or about any other member.
- 18.2 Except in the case of a speech given by a principal speaker which shall not exceed 10 minutes, no speech shall exceed 5 minutes without the consent of the CFA, and upon a motion for extension of these time limits no discussion shall be allowed. For the purposes of this Standing Order "principal speaker" shall be the member who moves the adoption of a report or of an item of a report of a committee or who is designated as being an "appropriate spokesman" of the body concerned and is speaking on such a motion or any amendment to it or the member who moves a motion under Standing Order 10.
- 18.3 Any extension of time granted to speakers by the CFA in pursuance of this Standing Order shall not exceed 10 minutes in the case of a principal speaker or 5 minutes in any other case but the Chair, at his or her discretion, may permit a further extension if he or she considers that this would facilitate the conduct of the CFA's business.
- 18.4 A member when speaking shall address the Chair.
- 18.5 While a member is speaking the other members shall remain seated, unless rising to a point of order or in personal explanation.
- 18.6 Whenever the Chair rises during a debate a member then speaking shall resume his or her seat and the meeting shall be silent.

- 18.7 If any member in the opinion of the Chair signified to the CFA, misconduct himself or herself by persistently disregarding the ruling of the Chair, or by behaving irregularly, improperly, or offensively, or by willfully obstructing the business of the CFA, or by tedious repetition or unbecoming language in his or her speech, the Chair or any other member may move "That the member named be not further heard", and such motion if seconded shall be put and determined without discussion.
- 18.8 If the member named continues his or her misconduct after a motion under the last previous paragraph has been carried, the Chair shall either:-
- (a) move "That the member named do leave the meeting" (in which case the motion shall be put and determined without seconding or discussion); or
  - (b) adjourn the meeting of the CFA for such period as he or she in his or her discretion shall consider expedient.

#### **Rule 19 - Points of Order and Explanations**

- 19.1 A member may request to speak on a point of order or in personal explanation, and shall be entitled to be heard immediately. A point of order shall relate only to an alleged breach of a Rule or statutory provision and the member shall specify the Rule or statutory provision and the way in which the member considers it has been broken. A personal explanation shall be confined to some material part of a former speech by the member which may appear to have been misunderstood in the present debate.
- 19.2 The ruling of the Chair on a point of order or on the admissibility of a personal explanation shall not be open to discussion.

#### **Rule 20 - Next Business, etc.**

- 20.1 A member who seeks to avoid a decision being taken on a matter under discussion may, at the conclusion of a speech of another member, unless the Chair considers that the matter has been insufficiently discussed, move "that the CFA proceed to the next business" or, if there is no other business to be transacted, "that the CFA Adjourn".
- 20.2 The proposer of such a motion may speak thereon but the seconding of the motion shall be formal and without comment and there shall be no debate on the motion.

- 20.3 On the seconding of the motion, the Chair shall first give the mover of the original motion an opportunity to speak on it and then put to the vote the motion to proceed to the next business or to adjourn the CFA.
- 20.4 If that motion is carried, the original motion shall be considered as withdrawn.

### **Rule 21 - Adjournment of Debate**

- 21.1 A member who seeks to interrupt a debate so that it may be continued at a later hour or on another occasion may, at the conclusion of the speech of another member, move that the debate be adjourned to that hour or occasion.
- 21.2 If the member does not specify an hour or occasion, the motion shall be deemed to intend that the debate shall be resumed at the next ordinary meeting of the CFA.
- 21.3 The proposer of such a motion may speak thereon but the seconding of the motion shall be formal and without comment and there shall be no debate on the motion except that the mover of the original motion may speak on it.
- 21.4 On the resumption after adjournment of an interrupted debate, the CFA shall proceed to the further consideration of the adjourned business as though the meeting had been continuous for the purposes of these Procedure Rules.

### **Rule 22 - Closure**

- 22.1 A member may at the conclusion of the speech of another member move "that the proposition under discussion be now put" (which is in these Procedure Rules referred to as "the closure").
- 22.2 The proposal and seconding of the closure shall be formal and without comment and there shall be no debate on it. The closure shall be put forthwith to the vote unless it appears to the Chair that the proposition to which it is sought to apply the closure has not been sufficiently discussed.
- 22.3 If the closure is carried, the motion or amendment which is the subject of the interrupted debate shall be put without further discussion, subject to

the mover of the original motion, first having a right to reply.

### **Rule 23 - Voting**

- 23.1 Every proposition shall, unless otherwise required by these Procedure Rules or Statute, be determined by show of hands or, at the discretion of the Chair, by voices.
- 23.2 In taking the votes on any proposition, those members only shall be entitled to vote who are present in the meeting room when the proposition is put by the Chair.
- 23.3 After a proposition is put by the Chair but before the vote is taken, any three members rising in their places may require that the voting shall be recorded in the minutes of the meeting so as to show whether each member present voted for or against that proposition.
- 23.4 Where immediately after a vote is taken, if any member so requires, there shall be recorded in the minutes of the meeting whether that person voted for the question or against the question or abstained from voting.
- 23.5 A proposition shall be decided by a majority of the Members of the CFA present and voting thereon at the meeting.
- 23.6 In the case of an equality of votes the Chair shall have a second or casting vote.

### **Rule 24 - Appointments by the CFA**

- 24.1 Every candidate nominated to represent the CFA in any capacity or for any position to be filled by the CFA shall be openly proposed and seconded.
- 24.2 At the close of nominations the Chair shall state the names of the candidates who have been duly proposed and seconded and the number of vacancies to be filled if the number is limited.
- 24.3 If the number of nominations does not exceed the number of vacancies or if the number of vacancies is not limited the Chair shall immediately put the appointment of the duly nominated candidates collectively as a substantive motion upon which no amendment may be moved.

- 24.4 If the number of nominations exceeds the number of vacancies there shall be a secret ballot of the members present at the meeting in which each member of the CFA may vote for as many candidates as there are vacancies to be filled.
- 24.5 Any ballot shall be conducted by the Monitoring Officer whose return shall be final and conclusive.
- 24.6 No candidate shall be appointed unless the number of votes cast in the candidate's favour exceeds half the number of persons voting. If in any ballot no candidate received the number of votes entitling a candidate to be appointed, the names of those who receive no votes and the name of the one who receives the least number of votes shall be struck off the list and a fresh ballot be taken, and so on, until all the vacancies are filled.

#### **Rule 25 - General Disturbances**

- 25.1 If a member of the public interrupts the proceedings at any meeting the Chair shall warn him/her. If that person continues the interruption the Chair shall order the person's removal from the room. In case of general disturbance in any part of the room open to the public the Chair shall order that part to be cleared.
- 25.2 If, in the opinion of the Chair, misconduct or obstruction renders the due and orderly dispatch of business impossible, the Chair, in addition to any other power vested in the Chair, may without the question being put suspend the meeting for a period not exceeding 30 minutes.

#### **Rule 26 - The CFA's Code of Conduct**

- 26.1 All members of the CFA must at all times observe the requirements of the CFA's Code of Conduct.

#### **Rule 27 - Canvassing of, and Recommendations by, Members**

- 27.1 Canvassing of Members of the CFA directly or indirectly for any appointment under the CFA shall disqualify the candidate concerned for that appointment. The purpose of this paragraph of this Rule shall be included in any form of application.
- 27.2 A Member of the CFA shall not solicit for any person any appointment

under the CFA, but this shall not preclude a Member from giving a written testimonial of a candidate's ability, experience or character for submission to the CFA with an application for appointment.

## **Rule 28 - Relatives of Members or Employees**

- 28.1 A candidate for any appointment under the CFA who knows that he is related to any Member or Officer shall disclose that relationship in his application. A candidate who fails to disclose such a relationship shall be liable to be disqualified for the appointment and if appointed shall be liable to dismissal without notice.
- 28.2 Every Member and Senior Officer shall disclose to the Monitoring Officer any relationship known by the Member or Senior Officer to exist between that Member or Senior Officer and any person whom the Member or Senior Officer knows is a candidate for an appointment under the CFA.
- 28.3 Reference to this Rule shall be included in any form of application.
- 28.4 For the purposes of this Rule, "senior officer" means any member of the Executive Advisory Board, Area Managers Forum or any other statutory officer of the CFA.
- 28.5 Persons shall be deemed to be related if they are husband and wife, partners, or close personal friends, or if either of them or the spouse, partner or close personal friend of either of them is the son, daughter, grandson, granddaughter, brother, sister, nephew or niece of the other, or of the spouse, partner or close personal friend of the other. For the purpose of this Rule "partners" include a relationship between two people of the same sex whether or not registered as a civil partnership under the Civil Partnership Act 2004 and a relationship of common law husband and wife, and "partner" shall be construed accordingly.

## **Rule 29 - Record of Attendances**

- 29.1 The names of Members present at a meeting shall be recorded by the Monitoring Officer.
- 29.2 To facilitate Rule 29.1, every Member attending a meeting of the CFA, shall sign his/her name in the attendance book or sheet provided for that purpose.

## **Rule 29A - Non-attendance of Members**

- 29A.1 Where a Member fails, throughout a period of three months from the date of their last attendance, to attend any meeting of the CFA, then the appropriate Political Group Leader shall be advised of the non-attendance and asked to take appropriate action. Where the Member is not a member of a political group the Monitoring Officer shall advise the Member directly.
- 29A.2 Where a Member fails, throughout a period of six months from the date of their last attendance, to attend any meeting of the CFA, then the Monitoring Officer shall write to the Chief Executive of the Member's Constituent Authority advising them of the non-attendance and inviting that Authority to consider removing the Member and appointing an alternative.
- 29A.3 Rules 29A.1 and 29A.2 shall not apply where the failure to attend was as a result of some reason approved by, or on behalf of, the CFA or one of the Constituent Authorities before the expiry of that period.
- 29A.4 A 'meeting of the CFA' includes meetings of the CFA itself and of its committees.
- 29A.5 Where a situation arises with a member's non-attendance which is not specifically covered by the preceding paragraphs of this Rule the Monitoring Officer shall take whatever reasonable action he deems appropriate within the spirit of this Rule to deal with that situation.

## **Rule 30 - Variation and Revocation of Procedure Rules**

- 30.1 These Procedure Rules may only be added to, varied or revoked by a motion passed at a meeting of the full CFA.
- 30.2 Rules 3.1, 4.1, 5.1, 23.5, 23.6 and 29.1 may only be varied or revoked in compliance with a statutory requirement to do so.

## **Rule 31 - Suspension of Procedures Rules**

- 31.1 Subject to paragraph (2) of this Rule, any of the preceding Procedure Rules may be suspended so far as regards any business at the meeting where its suspension is moved.

- 31.2 A motion to suspend any of the preceding Procedures Rules shall not be moved without notice unless there shall be present at least two thirds of the whole number of the members of the CFA.
- 31.3 Rules 3.1, 4.1, 5.1, 23.5, 23.6 and 29.1 may only be suspended where this is permitted by law.

### **Rule 32 - Interpretation of Procedures Rules**

- 32.1 The ruling of the Chair as to construction or application of any of these Procedure Rules, or as to any proceedings of the CFA, shall not be challenged at any meeting of the CFA.

### **Rule 33 - Petitions**

- 33.1 Petitions may be presented at meetings of the CFA. The CFA shall receive only such petitions as have been lodged with the Chief Fire and Rescue Officer eight clear days before the meeting and are presented by a person who resides, studies or works in the County and is associated with the petition.
- 33.2 Every petition shall be couched in proper language and be relevant to some question over which the CFA has authority and shall involve a call for action. Signatories should record their name, address (and email address for electronic petitions) and date they signed the petition, and any residential, work or study addresses. Petitions must be signed by at least 25 people resident within the area of the CFA. The Chief Fire and Rescue Officer shall have the right to refuse to accept any petition which is considered to be frivolous, vexatious or discriminatory.
- 33.3 A period of five minutes will be allowed for receiving petitions. A petition may be presented by one of the petitioners concerned or may be considered in their absence. It may also be presented by an elected member. If the petitioner is present and wishes to do so, he or she may speak but only to the extent of formally repeating the wording of the petition and stating the number of signatories to it. A member of the CFA to which the petition has been presented may then formally propose either that it be considered at that meeting or that it be referred for consideration to a future meeting or be the subject of a written response by the relevant chief officer to the person who presented the petition.



- 33.4 If the CFA determines that the petition be considered at the meeting at which it is presented, the question raised by the petition shall be debated at that meeting.
- 33.5 If the CFA determines that the petition be considered at a future meeting, a report on the question raised by the petition shall be considered as soon as practicable and in any case not later than six months following the date of the meeting at which the petition is presented.

#### **Rule 34 – Questions from electors**

- 34.1 At any ordinary meeting of the CFA, a board or committee to which the press and public are admitted, any elector registered within the area may, subject to this Standing Order, ask the chair of the body concerned any question on any matter in relation to which the body concerned has powers and duties.
- 34.2 Any question shall be submitted in writing to the Monitoring Officer not less than five clear days before the meeting at which the elector proposes to ask the question.
- 34.3 The Monitoring Officer may decline to accept a proposed question if in his or her opinion it is:
- (a) not relevant to the functions of the body concerned;
  - (b) is otherwise offensive, frivolous or defamatory;
  - (c) is substantially similar to a question which has been put at a meeting in the past six months; or
  - (d) requires the disclosure of confidential or exempt information.
- 34.4 The period allowed for the putting and answering of questions shall be ten minutes, commencing immediately following the confirmation of the minutes of the previous meeting, but it shall be open to any member of the body concerned to move an extension of this period should there be questions remaining unanswered. Such a motion shall be moved and seconded formally and be put without discussion.
- 34.5 Questions shall be put and answered in the order in which they were received and accepted by the Monitoring Officer.
- 34.6 After a question has been replied to, the elector who asked it may ask one supplementary question for the purpose of clarifying the reply which has been given. An elector asking such a supplementary question shall confine himself or herself to the substance of the original question, and shall not

introduce any new matter which did not fall within the scope of his or her original question. If the chair of the meeting is of the opinion that the supplementary question is out of order, or of a personal character, or in the interests of the CFA it is undesirable, he or she shall so inform the elector and shall not allow the question to be put. In paragraph (8) of this Standing Order, the word "question" shall include such a supplementary question.

34.7 A question shall fall and shall not receive an answer if the elector who submitted the question is not present at the meeting to put the question at the due time.

34.8 There shall be no discussion on the question or the answer but a member of the body concerned may propose that the subject matter of the question be placed on the agenda of the next ordinary meeting of the body concerned. Such a motion shall be moved and seconded formally and be put without discussion.

### **Rule 35 - Decision-Making between CFA Meetings**

35.1 The Chief Fire and Rescue Officer, or in his absence the Assistant Chief Fire and Rescue Officer be authorised to take any action between meetings which he considers to be urgent in consultation with the Chair and Vice Chair (or their nominated representatives) subject to the details of such action being reported for information to the next meeting of the CFA.

35.2 Where any urgent actions proposed in 35.1 affects the Chief Fire and Rescue Officer or any of his Deputies, the Treasurer and/or Monitoring Officer (the Statutory Officers) shall initiate consultation with the Chair and Vice Chair and take such action as may be required.

### **Rule 36 - Withdrawal from the Meeting**

36.1 Where a Member has a disclosable pecuniary interest or a personal interest which might lead to bias in any matter being considered at a meeting of the CFA, in accordance with the Members' Code of Conduct the Member concerned must withdraw from the room or chamber in which the meeting is taking place during any discussion and/or vote; and should the Member refuse to leave the room or chamber the Chair shall have the power to order the Member's removal from the room or chamber.

## **Section D - Access to Information Procedure Rules**

### **Rule 1 - Scope**

- 1.1 These Rules apply to all meetings of the CFA and its committees (together called formal meetings).

### **Rule 2 - Additional Rights to Information**

- 2.1 These Rules do not affect any more specific rights to information contained elsewhere in this Constitution or the law.

### **Rule 3 - Rights to Attend Meetings**

- 3.1 Members of the public may attend all formal meetings subject only to the exceptions in these Rules.

### **Rule 4 - Notices of Meeting**

- 4.1 The CFA will give at least five clear days' notice of any formal meeting by posting details at the Fire Service HQ and on the Fire Service's Website.

### **Rule 5 - Access to Agenda and Reports before the Meeting**

- 5.1 The CFA will make copies of the agenda and reports open for public inspection at Fire Services HQ at least five clear days before the meeting. If an item is added to the agenda later, the revised agenda will be open to inspection from the time the item was added to the agenda. Where reports are prepared after the summons has been sent out, the Monitoring Officer shall make each such report available to the public as soon as the report is completed and sent to Members.

### **Rule 6 - Supply of Copies**

- 6.1 The CFA will supply copies of:
  - a) any agenda and reports which are open to public inspection;

- b) any further statements or particulars necessary to indicate the nature of the items in the agenda; and
- c) if the Monitoring Officer thinks fit, copies of any other documents supplied to Members in connection with an item;
- d) to any person on payment of a charge for postage and any other costs.

**Rule 7 - Access to Minutes etc. after the Meeting**

7.1 The CFA will make available copies of the following for six years after a meeting:

- a) the minutes of the meeting, excluding any part of the minutes of proceedings when the meeting was not open to the public or which disclose exempt or confidential information;
- b) a summary of any proceedings not open to the public, where the minutes open to inspection would not provide a reasonably fair and coherent record;
- c) the agenda for the meeting; and
- d) reports relating to items when the meeting was open to the public.

**Rule 8 - Background Papers**

8.1 List of background papers

The report author will set out in every report, a list of those documents (called background papers) relating to the subject matter of the report which in his or her opinion:

- a) disclose any facts or matters on which the report or an important part of the report is based; and
- b) which have been relied on to a material extent in preparing the report

but does not include published works or those which disclose exempt or confidential information (as defined in Rule 10 below).

8.2 Public inspection of background papers

The CFA will make available for public inspection for four years after the date of the meeting one copy of each of the documents on the list of background papers.

A Member of the public wishing to exercise these rights shall normally be required to give three working days' notice of such inspection to enable the compilation of the relevant papers. The Monitoring Officer may produce the papers in a shorter or longer period depending on the nature of the request.

## **Rule 9 - Summary of Public's Rights**

9.1 These Rules provide a written summary of the public's rights to attend meetings and to inspect and copy documents.

## **Rule 10 - Exclusion of Access by the Public to Meetings**

10.1 Confidential information - requirements to exclude public

The public must be excluded from meetings whenever it is likely in view of the nature of the business to be transacted or the nature of the proceedings that confidential information would be disclosed.

10.2 Meaning of confidential information

Confidential information means information given to the CFA by a Government Department or Agency on terms which forbid its public disclosure or information which cannot be publicly disclosed by Court Order.

10.3 Exempt Information - discretion to exclude the public

The public may be excluded from meetings whenever it is likely in view of the nature of the business to be transacted or the nature of the proceedings that exempt information would be disclosed.

A motion to exclude the press and public may be moved without notice at any time during a meeting. The mover must identify the proceedings or part of the proceedings to which the motion applies and state the description in terms of the 7 categories listed in rule 10.4 below.

Where the meeting will determine any person's civil rights or obligations, or adversely affect their possessions, Article 6 of the Human Rights Act 1998 establishes a presumption that the meeting will be held in public unless a private hearing is necessary for one of the reasons specified in the said Article.

#### 10.4 Meaning of exempt information

Exempt information means information falling within the following 7 categories (subject to any condition):

<b>No.</b>	<b>Category</b>
1.	Information relating to any individual [Personal information]
2.	Information which is likely to reveal the identity of an individual [Identification of an individual]
3.	Information relating to the financial or business affairs of any particular person (including the CFA holding that information) [Personal financial or business affairs]
4.	Information relating to any consultations or negotiations or contemplated consultations or negotiations in connection with any labour relations matter arising between the CFA or a Minister of the Crown and employees of, or office holders under, the CFA [Labour relations]
5.	Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings [Legal professional privilege]
6.	Information which reveals that the CFA proposes: (a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or (b) to make an order or direction under any enactment [Statutory notice, direction or order]
7.	Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of a crime [Crime related matters]
	<b>Condition</b>

	<p><i>1. Information falling within Category 3 is not exempt if it is required to be registered under:(a) the Companies Act 1985; (b) the Friendly Societies Act 1974; (c) the Friendly Societies Act 1992; (d) the Industrial and Provident Societies Acts 1965 to 1978; (e) the Building Societies Act 1986; or (f) the Charities Act 1993.</i></p> <p><i>2. Information is not exempt information if it relates to proposed development for which the local planning authority may grant itself planning permission under Regulation 3 of the Town &amp; Country Planning General Rules 1992.</i></p> <p><i>3. Information which:(a) falls within any of the Categories 1 to 7; and (b) is not prevented from being exempt by virtue of Conditions 1 and 2 above, is exempt information if and so long, as all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</i></p>
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### **Rule 11 - Exclusion of Access by the Public to Reports**

11.1 Whenever possible, all reports will be available for inspection within the timeframes set out in Rule 5 as public documents and grouped accordingly in the agenda for the meeting. Following the meeting, these reports will be filed and made available for public inspection in terms of Rule 7 on request and payment of the required fee.

11.2 If the Monitoring Officer thinks fit, the CFA may exclude access by the public to reports which in his or her opinion relate to terms during which, in accordance with Rule 10 above, the meeting is likely not to be open to the public. Such reports will be marked "Not for publication" together with the category of information likely to be disclosed and grouped separately from the public reports under an exempt section of the agenda not available to the public. However, in order to retain as much information in the public domain as possible, and, where only a portion of a report contains exempt information as described above, the bulk of the report will be made available as a public report with the exempt section being extracted and set out in a separate appendix. Where applicable, the application of the Public Interest Test will be explained.

### **Rule 12 - Additional Rights of Access for Members**

12.1 All Members are entitled to inspect any document, which has already been considered by a meeting, and, if copies are available shall on request be supplied with a copy. However, a Member shall not knowingly inspect or request a copy of any document relating to a matter in which he or she is interested in either professionally or through any personal or prejudicial interest.

## 12.2 Exception

The Monitoring Officer may decline to allow inspection of any document which discloses exempt information as defined in rule 10.4 above, unless the information falls within:

- a) Category 3 [Personal financial or business affairs], except if the information relates to any terms proposed or to be proposed by or to the CFA in the course of negotiations for a contract; or
- b) Category 6 [Statutory notice, direction or order].



## Appendix

### Schedule 12A - Exempt Information

#### A Guide to Assessing and Applying the Public Interest Test

The public interest test requires that information should only be withheld under exemption if, in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing information.

Exemptions subject to the public interest test are as follows:

- i. Information relating to any individual.
- ii. Information which is likely to reveal the identity of an individual.
- iii. Information relating to the financial or business affairs of any particular person (including the CFA holding that information).
- iv. Information relating to any consultations or negotiations or contemplated consultations or negotiations in connection with any labour relations matter arising between the CFA or a Minister of the Crown and employees of, or office holders under, the CFA.
- v. Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.
- vi. Information which reveals that the CFA proposes:
  - a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or
  - b) to make an order or direction under any enactment.
- vii. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of a crime.

Information should not be withheld on the grounds of:

1. potential embarrassment.
2. the seniority of the officers involved in the subject matter.

3. the risk of the recipient misinterpreting information.
4. In weighing the public interest regard should be given to:
  - a) a general public interest to information being available;
  - b) disclosure of reasons for most decisions;
  - c) contributing to the maintenance of social peace and order;
  - d) contributing to the administration of justice and enforcement of law;
  - e) revealing and avoiding serious malpractice, impropriety, fraud or breach of public law;
  - f) keeping the public adequately informed of any danger to public health or safety, or to the environment;
  - g) ensuring that regulatory functions are being adequately discharged;
  - h) avoidance of waste or misuse of public funds;
  - i) ensuring the public obtains value for money.
5. It may also be helpful to take into consideration that:
  - a) the public interest is not necessarily the same as that in which the public is interested;
  - b) usually the public interest pertains to a fairly large group of people, but there is nothing to stop it applying to a single individual;
  - c) factors that operate against disclosure include potential damage to community interests and the need to avoid damage to the proper working of the CFA at the highest level;
  - d) factors which operate for disclosure include the need for accountability of the CFA and for individuals to know the reasons for decisions made that concern them.

## **Section E - Officer Employment Procedure Rules**

### **Rule 1 - Recruitment and appointment**

- 1.1 The CFA will draw up a statement requiring any candidate for appointment as an Officer to state in writing whether they are the parent, grandparent, partner, child, stepchild, adopted child, grandchild, brother, sister, uncle, aunt, nephew or niece of a Member or Officer; or of the partner of such persons.
- 1.2 No candidate so related to a Member or an Officer will be appointed without the authority of the Chief Fire and Rescue Officer or an Officer nominated by him.
- 1.3 The CFA will disqualify any applicant who directly or indirectly seeks the support of any Member for any appointment with the CFA. The content of this paragraph will be included in any recruitment information.
- 1.4 No Member will seek support for any person for any appointment with the CFA.

### **Rule 2 - Recruitment of the Statutory Officers and the Assistant Chief Fire and Rescue Officer**

- 2.1 Where the CFA proposes to appoint a Statutory Officer or the Assistant Chief Fire and Rescue Officer and it is not proposed that the appointment be made exclusively from among their existing Officers, the CFA will:
  - a) draw up a statement specifying:
    - i. the duties of the Officer concerned; and
    - ii. any qualifications or qualities to be sought in the person to be appointed;
  - b) make arrangements for the post to be advertised in such a way as is likely to bring it to the attention of persons who are qualified to apply for it; and
  - c) make arrangements for a copy of the statement mentioned in paragraph a) to be sent to any person on request.

### **Rule 3 - Appointment of the Statutory Officers and the Assistant Chief Fire and Rescue Officer**

- 3.1 The full CFA will approve the appointment of a Statutory Officer or the Assistant Chief Fire and Rescue Officer following the recommendation of such an appointment by the Employment Committee.

### **Rule 4 - Other appointments**

- 4.1 The appointment of Officers other than the Statutory Officers and the Assistant Chief Fire and Rescue Officer is the responsibility of the Chief Fire and Rescue Officer or his nominee, and may not be made by Members.

### **Rule 5 - Disciplinary action**

- 5.1 No action may be taken by the Employment Committee – except for suspension – relating to the dismissal of either the Chief Fire and Rescue Officer, the Monitoring Officer or the Treasurer other than in accordance with The Local Authorities (Standing Order) (England) (Amendment) Regulations 2015) and as set out below.
- 5.2 In respect of the proposed dismissal of the Chief Fire and Rescue Officer, the Monitoring Officer or the Treasurer, the Employment Committee may appoint an Independent Investigating Officer (IIO) to examine the circumstances of the case and to advise the Committee on any action to be taken.
- 5.3 Where consideration is being given to the dismissal of the Chief Fire and Rescue Officer, the Monitoring Officer or the Treasurer, a Panel (comprising an Advisory Committee established under Section 102(4) of the Local Government Act 1972) will be set up which shall consist of three Independent Persons and which shall meet at least 20 working days before any meeting of the CFA at which any proposed dismissal is to be considered.
- 5.4 The Employment Committee will, having considered the advice of any Independent Investigating Officer appointed, make a recommendation to the CFA for consideration, including any terms for cessation of employment.
- 5.5 Where a Committee, Sub Committee or Officer is discharging, on behalf of the CFA, the function of the dismissal of an Officer designated as the Chief Fire and Rescue Officer, as the Treasurer, or as the Monitoring Officer, the CFA must approve that dismissal before notice is given to that person.

5.6 Any proposal to dismiss the Head of Paid Service, the Monitoring Officer and the Treasurer may only be taken by the CFA following consideration of:

- a) Any advice, views or recommendations from the Panel set up under paragraph 3 above.
- b) The conclusions of any investigation into the proposed dismissal; and
- c) Any representations from the Officer concerned.

#### **Rule 6 - Dismissal**

6.1 Members will not be involved in the dismissal of any Officer other than the Statutory Officers except where such involvement is necessary for any investigation or inquiry into alleged misconduct, though the CFA's disciplinary, capability and related procedures, as adopted from time to time may allow a right of appeal to Members in respect of dismissals.

## **Section F – Financial Procedure Rules**

### **1. Introduction**

- 1.1 Finance procedure rules specify the Combined Fire Authority's financial management requirements, and must be followed by all employees and contractors engaged by the CFA.
- 1.2 The rules are complemented by specific financial instructions issued by the Treasurer, which are also binding.
- 1.3 Rules may only be waived by the Treasurer, in consultation with the Chair and Vice Chair. Waivers must be reported promptly to the Corporate Governance Committee.
- 1.4 If any unauthorised breach of these rules comes to light, it must be immediately reported to the Treasurer.
- 1.5 These rules specify, in various cases, responsibilities falling upon the Treasurer or Chief Fire and Rescue Officer. The Treasurer and Chief Fire and Rescue Officer may delegate responsibilities for carrying out designated responsibilities, but remain accountable for the way they are performed.
- 1.6 In particular, the Treasurer will delegate many functions to the Area Manager (Finance) who will be professionally accountable to the Treasurer for the way the responsibilities are executed.
- 1.7 Many of the Chief Fire and Rescue Officer's responsibilities will be delegated to nominated members of the senior management team.

### **2. Financial Systems**

- 2.1 The Treasurer is responsible for the provision of a system (or systems) for incurring expenditure and collection of income; and for recording financial transactions. All employees must ensure that provided systems are used, and transactions are recorded accurately and promptly.
- 2.2 No employee may implement or make changes to a system, or associated procedures, which make or record financial transactions without the approval of the Treasurer.
- 2.3 The Treasurer shall arrange for appropriate training of those with responsibilities for using financial systems.

### **3. Budget Setting**

- 3.1 The Chief Fire and Rescue Officer and the Treasurer are jointly responsible for recommending a budget to the Combined Fire Authority each year. At minimum, the budget shall include:-

- (a) The proposed council tax requirement;
- (b) The proposed Band D council tax;
- (c) A breakdown of the budget for control purposes;
- (d) A scheme of virement, which conveys (and limits) authority to make in-year changes to the budget.

#### **4. Incurring Expenditure and Collecting Income**

- 4.1 The Chief Fire and Rescue Officer is authorised to incur expenditure on services for which there is approved budget, provided such expenditure complies with CFA policy.
- 4.2 The Chief Fire and Rescue Officer is responsible for collecting all income due.
- 4.3 Where budgeted expenditure is to be met by grant income, the Chief Fire and Rescue Officer is responsible for complying with the conditions of grant aid.
- 4.4 All applications for grant income must be approved by the Treasurer.
- 4.5 The Treasurer shall determine the arrangements for submitting grant claims, and for submitting details of qualifying expenditure, to funding bodies.

#### **5. Controlling Expenditure and Income**

- 5.1 The Chief Fire and Rescue Officer is responsible for ensuring approved budgets are not overspent.
- 5.2 The Chief Fire and Rescue Officer is responsible for allocating the total budget to individual nominated cost centre managers. When nominating cost centre managers, he/she must align budgetary accountability with managerial responsibility for use of resources as closely as possible.
- 5.3 Cost centre managers are responsible for ensuring that the budget for which they are responsible is not overspent, and are accountable to the Chief Fire and Rescue Officer (through normal line management arrangements) in this regard.

#### **6. Monitoring and Reporting Revenue Expenditure**

- 6.1 The Treasurer shall periodically report progress on implementation of the budget to the Corporate Governance Committee or CFA during the financial year.
- 6.2 The Treasurer shall report the revenue outturn to the CFA, as soon as practicable after the end of the financial year.

6.3 The Chief Fire and Rescue Officer and cost centre managers are responsible for providing such information and explanations to the Treasurer as are requested.

6.4 The CFA shall hold the Chief Fire and Rescue Officer to account for the management and use of resources.

## 7. **Reserves**

7.1 The creation and use of reserves is a function of the Combined Fire Authority.

7.2 The CFA may give authority to use reserves to the Chief Fire and Rescue Officer as part of the scheme of virement in the annual budget.

## 8. **Capital Programme**

8.1 The Chief Fire and Rescue Officer and the Treasurer are jointly responsible for recommending a capital programme to the Combined Fire Authority.

8.2 The capital programme may cover one or more than one year, and must be approved prior to the start of the first year to which it relates.

8.3 The recommended programme shall as a minimum include:-

(a) Information about each proposed capital scheme;

(b) Details of how the programme will be financed, in particular specifying any required borrowing;

(c) The extent to which the programme conveys approval to spend, and any further approvals required;

(d) The extent to which the programme can be changed or varied after it has been approved;

(e) The revenue implications of the programme, including the revenue implications of any borrowing;

(f) The extent to which borrowing is affordable, sustainable and prudent with reference to such indicators as the Treasurer believes appropriate.

8.4 Once the Chief Fire and Rescue Officer has been authorised to incur expenditure, he/she is responsible for ensuring each scheme is completed on time, in accordance with its objectives and within the approved capital programme provision.

8.5 For each approved capital scheme, the Chief Fire and Rescue Officer shall nominate a project executive. Project executives shall be those officers who are in overall control of delivering the scheme.



8.6 Project executives are responsible for ensuring that each scheme for which they are responsible is completed on time, in accordance with its objectives, of sufficient quality, and within the approved capital programme provision. They are accountable to the Chief Fire and Rescue Officer (through normal line management arrangements) in this regard.

9. **Monitoring and Reporting Capital Expenditure**

9.1 The Treasurer shall periodically report progress on implementation of the capital programme to the Corporate Governance Committee or CFA during the financial year.

9.2 The Treasurer shall report the capital outturn to the CFA, as soon as practicable after the end of the financial year.

9.3 The Chief Fire and Rescue Officer and project executives are responsible for providing such information and explanations to the Treasurer as are requested.

9.4 The CFA shall hold the Chief Fire and Rescue Officer to account for delivery of the programme.

10. **Property acquisition, disposal and review**

10.1 The CFA will be responsible for acquisition, disposal and allocation of land and buildings as requested by the Chief Fire and Rescue Officer and/or the Treasurer.

10.2 The Chief Fire and Rescue Officer will be responsible for a continuing review both of the purpose for and the efficiency of all land and buildings owned or used by the CFA.

10.3 The Chief Fire and Rescue Officer in consultation with the Treasurer will regulate the purchase, lease, disposal management and repair and maintenance of all land and buildings.

10.4 The Chief Fire and Rescue Officer shall maintain a terrier of all land and buildings and interests owned by the CFA in a form approved by the Treasurer and the Monitoring Officer.

11. **Ordering and Paying for Work, Goods and Services**

11.1 Works, goods and services may only be ordered and paid for by means of the corporate system specified by the Treasurer; or by other arrangements specifically approved by the Treasurer.

11.2 The Treasurer shall issue financial instructions specifying detailed arrangements for ordering and payments. These shall, in particular:-

- (a) Include provisions ensuring that works, goods and services are only ordered when necessary for the functions of the fire service;
- (b) Include provision for recurring expenditure items outside normal ordering processes;
- (c) Include procedures to ensure that payment is only made when properly due;
- (d) Specify arrangements for deduction of tax under the Construction Industry Scheme, and reclaiming of VAT on purchases;
- (e) Make arrangements for the division of responsibilities;
- (f) Specify arrangements which apply in exceptional circumstances, such as emergencies.

## 12. **Payment of Salaries and Other Payments to Employees and Members**

- 12.1 The payment of all salaries, pensions, allowances and expenses are the responsibility of the Treasurer.
- 12.2 The Chief Fire and Rescue Officer is responsible for the submission of all information necessary to generate and record accurate payments.
- 12.3 The Treasurer shall issue financial instructions specifying detailed arrangements for making payments. These shall, in particular:-
  - (a) Include provision ensuring that payment is only made when properly due;
  - (b) Identify detailed responsibilities for the provision of information such as starters/leavers, changes to terms and conditions, sickness and overtime;
  - (c) Have proper regard to the obligations of the service to make payment of taxes.

## 13. **Banking**

- 13.1 The Treasurer is responsible for providing bank accounts for making payments and receiving income. No other employee may open a bank account.
- 13.2 Instructions to the bank, including authorisation for payments, shall only be given by a person authorised by the Treasurer. The Treasurer shall also authorise persons responsible for signing cheques.

- 13.3 The Treasurer may authorise individual officers:-
- (a) To hold a separate imprest bank account, and an accompanying cheque book or debit card;
  - (b) To hold credit cards or other forms of payment card (including virtual cards).
- 13.4 Such accounts/cards shall only be used for the official business of the CFA.
- 13.5 The Treasurer shall issue financial instructions as to the use of separate accounts/cards. In particular, such instructions shall:
- (a) specify limits on amounts which can be held in any bank or other types of account;
  - (b) specify limits on available credit;
  - (c) include provisions for recording transactions and replenishing bank or other accounts.
- 13.6 Employees authorised to operate accounts/cards shall sign an acknowledgement that they have received and understand the financial instructions.

#### 14. **Petty Cash**

- 14.1 The Treasurer may provide petty cash floats of such amounts as are considered necessary for meeting minor expenses.
- 14.2 The Chief Fire and Rescue Officer shall nominate an officer as responsible for the safe keeping and proper use of each float.
- 14.3 Petty cash floats shall only be used for the purposes of the service, and must not be borrowed for personal use or used to cash personal cheques.
- 14.4 The Treasurer shall issue financial instructions governing the use of petty cash floats. These shall include:-
- (a) Arrangements for certification of the balance;
  - (b) Arrangements, if necessary, for independent checking of balances;
  - (c) Arrangements for security of monies held;
  - (d) Arrangements for recording transactions and replenishing monies spent.

14.5 Employees authorised to hold a petty cash float shall sign an acknowledgement that they have received and understand the financial instructions.

15. **Stocks and Stores**

15.1 The Chief Fire and Rescue Officer may hold stocks of consumable items.

15.2 The Chief Fire and Rescue Officer is responsible for the safe keeping of all such items.

15.3 The Treasurer shall issue financial instructions governing the management of stocks and stores. Such instructions shall include:

- (a) Arrangements for safe keeping and insurance;
- (b) Arrangements for disposal of obsolete stock;
- (c) Arrangements for certifying stock balances;
- (d) Arrangements for independent stock checks.

15.4 The write off of deficiencies in stocks may be authorised as follows:-

- (a) By the Chief Fire and Rescue Officer – up to £2,000;
- (b) By the Treasurer, in consultation with the Chair and Vice-Chair, for amounts exceeding £2,000.

15.5 The Treasurer shall report annually to the CFA or Corporate Governance Committee on the value of stock items written off, and any individual write offs in excess of £2,000.

16. **Inventories**

16.1 The Treasurer shall issue financial instructions specifying:-

- (a) Assets which must be recorded in inventories. This shall include all vehicles and firefighting appliances;
- (a) Form of records which need to be maintained;
- (b) Arrangements for safekeeping and insurance;
- (e) Procedures for independent checking of assets;
- (f) Authority to remove inventory items from the service's premises;
- (g) Arrangements for the disposal of obsolete items and items which have reached the end of their useful lives, including any permissions for

disposal to members of staff. Such arrangements may be differentiated with regard to value.

- 16.2 Financial instructions may make separate provision in relation to any vehicle/appliance acquired by lease finance.
- 16.3 The write off of deficiencies in inventories may be authorised as follows:-
- (a) By the Chief Fire and Rescue Officer – up to £2,000;
  - (b) By the Treasurer, in consultation with the Chair and Vice-Chair, for amounts exceeding £2,000.
- 16.4 The Treasurer shall report annually to the CFA or Corporate Governance Committee on the value of inventory items written off, and any individual write offs in excess of £2,000.

17. **Credit Income**

- 17.1 The Treasurer is responsible for providing a system for raising and collecting debts. Invoices shall only be raised by means of this system, or by other arrangements specifically approved by the Treasurer.
- 17.2 The Chief Fire and Rescue Officer is responsible for ensuring that all debts due to the CFA are promptly and accurately raised.
- 17.3 The Treasurer is responsible for collecting all income once an invoice has been raised.
- 17.4 The Treasurer shall issue financial instructions specifying further arrangements for the raising of invoices which shall include the treatment of VAT.

18. **Cash Income**

- 18.1 The Chief Fire and Rescue Officer shall nominate employees authorised to collect cash income for goods or services sold.
- 18.2 Officers responsible for the collection of money shall ensure that money collected is recorded and banked without delay.
- 18.3 All money received must be accounted for and paid into the bank account specified by the Treasurer. Officers responsible for collecting cash income shall ensure safe custody until such time as it is banked.
- 18.4 The Treasurer shall issue financial instructions for the recording, receipting, safekeeping and banking of cash income.
- 18.5 Employees authorised to collect cash income shall sign an acknowledgement that they have received and understand the financial instructions.

## 19. **Review of Charges**

19.1 The Chief Fire and Rescue Officer is authorised to increase charges in line with inflation each year, or as otherwise specified in the annual budget.

## 20. **Debt Write Off**

20.1 No debt properly due to the CFA shall be discharged except by:-

- (a) Payment in full;
- (b) Write off.

20.2 Debts irrecoverable at reasonable effort and expense may be written off as follows:

- (a) By the Chief Fire and Rescue Officer – up to £2,000;
- (b) By the Treasurer, in consultation with the Chair and Vice-Chair, for amounts exceeding £2,000.

20.3 The value of all amounts written off shall be reported annually to the CFA or Corporate Governance Committee, together with any individual write offs in excess of £2,000.

## 21. **Insurance**

21.1 The Chief Fire and Rescue Officer is responsible for assessing the strategic and operational risks facing the service in accordance with national Home Office requirements and local arrangements specified by the Treasurer.

21.2 The Treasurer is responsible for determining what insurance cover the CFA requires, and for arranging it.

21.3 The Chief Fire and Rescue Officer must advise the Treasurer of:-

- (a) Any change in circumstances which may require a change in insurance cover;
- (b) Any damage, loss or other event which may lead to an insurance claim.

21.4 All employees must comply with the terms of insurance policies.

21.5 All employees must co-operate with claims investigations.

21.6 Employees must not admit liability, or take any other action which may compromise a claim, without the approval of the Treasurer.

## 22. **Treasury Management**

22.1 The Treasurer is responsible for any borrowing which may be required.

- 22.2 The Treasurer is responsible for securing any lease finance required for the purchase of vehicles or equipment.
- 22.3 The Treasurer is responsible for the investment of the Authority's cash balances.
- 22.4 The Treasurer is responsible for:-
- (a) Ensuring that all borrowing and investment activity has regard to best professional practice and CIPFA guidance;
  - (b) Securing external advice where necessary;
  - (c) Ensuring appropriate administrative arrangements exist for managing loans and investment transactions, always ensuring division of responsibilities between the officers involved;
  - (d) Preparing a strategy governing the way in which borrowing and investment activity is carried out, and ensuring the strategy is formally approved;
  - (e) Reporting periodically on borrowing and investment activity to the CFA or Corporate Governance Committee; in particular, reporting on performance, compliance with approved strategies, and circumstances where recommended practice has not been followed.
- 22.5 Rule 23.4 (a) to (d) shall not apply in circumstances where the treasury management function is carried out by another body.

### 23. **Audit and Irregularities**

- 23.1 The Treasurer is responsible for ensuring the provision of an internal audit service.
- 23.2 The internal audit service shall plan its activities in consultation with the Chief Fire and Rescue Officer.
- 23.3 The Treasurer is responsible for recommending a process for procuring an external auditor to the CFA.
- 23.4 Internal and external auditors have the right of access at all times to the service's premises, assets, data and records. They may require such information and explanations as they see fit.
- 23.5 The Treasurer shall agree a protocol with external auditors regarding access to personal data.
- 23.6 External auditors have the right to report to and attend Corporate Governance Committee.

23.7 The Treasurer shall report annually to the Corporate Governance Committee on the effectiveness of the internal audit service.

23.8 Any employee who discovers an actual or suspected financial irregularity shall promptly advise the Treasurer, or person nominated by the Treasurer to receive such notification.

#### 24. **Document Retention**

24.1 The Treasurer shall issue financial instructions regarding retention of financial documents for evidential purposes. These shall:-

- (a) Ensure all audit requirements can be met (including audits of any grant claims);
- (b) Protect the Authority's position in the event of a contractual dispute;
- (c) Meet the requirements of tax authorities;
- (d) Ensure the level of any continuing payments, such as pay or pensions, can be justified.

#### 25. **Unofficial Funds**

25.1 Any employees who become responsible, by virtue of their employment, for managing monies that do not belong to the service shall notify the Treasurer.

25.2 Unofficial funds must be kept separate from service funds and from other unofficial funds.

25.3 The Treasurer shall issue instructions regarding the management of unofficial funds. In particular, such instructions shall include:-

- (a) Stipulations about record keeping;
- (b) Arrangements for security of monies held;
- (c) Arrangements as necessary for checking balances and records.

25.4 Employees managing unofficial funds shall sign an acknowledgement that they have read and understood the financial instructions.



## **Section G – Contract Procedure Rules**

### **PREAMBLE**

*Defined words are shown with initial capital letters and definitions given/signposted in Appendix 1 at the end of these Rules.*

#### **1. The Contract Procedure Rules**

- 1.1 These rules (“the Contract Procedure Rules”) are a legal requirement and are part of the CFA’s Constitution. Contract Procedure Rules fulfil these statutory requirements. Contract Procedure Rules set out the basic principles that must be followed by everyone proposing to enter into any Contract on behalf of the CFA. Following these Contract Procedure Rules ensures that the CFA meets its legal obligations and therefore it is important that all officers understand, apply and adhere to Contract Procedure Rules.
- 1.2 If there is any doubt or lack of clarity as to the meaning or application of these Contract Procedure Rules, officers must seek advice from the Monitoring Officer.

#### **2. Aims**

- 2.1 These Contract Procedure Rules aim to:
  - 2.1.1 achieve Best Value and deliver savings from the market;
  - 2.1.2 achieve accountability and transparency at all levels within the CFA, and ensure an adequate audit trail is maintained;
  - 2.1.3 ensure that officers comply with legal requirements and follow proper, fair and proportionate procedures for the involvement and selection of Bidders and the award of Contracts;
  - 2.1.4 ensure that all procurement processes reflect appropriate quality requirements and that Submissions are judged by objective criteria set out in Invitation to Tender or Request for Quotation documentation;
  - 2.1.5 ensure that all procurement processes are delivered within an appropriate legal framework;
  - 2.1.6 ensure that appropriate levels of monitoring exist to ensure compliance and that these Contract Procedure Rules are regularly reviewed to take account of new requirements;
  - 2.1.7 ensure that as many potential suppliers as possible are able to identify opportunities and to put themselves forward;
  - 2.1.8 ensure that the CFA’s wider policy objectives are promoted (including environmental sustainability, economic regeneration, business continuity);
  - 2.1.9 reduce the risk of fraud, bribery and corruption.

#### **3. Compliance with Contract Procedure Rules**

- 3.1 Where the CFA fails to comply with procurement legislation, it leaves itself open to challenges from Bidders/Contractors who may bring claims for damages

against the CFA. Non-compliance may also lead to the CFA being fined and/or having funding withdrawn.

- 3.2 Failure to comply with the provisions of Contract Procedure Rules may be considered as misconduct and result in disciplinary action. Where it is considered appropriate, misconduct may be reported to the police with potential criminal consequences for any person involved.
- 3.3 Responsibility for compliance with the Contract Procedure Rules rests with anyone who carries out procurement of Goods, Services or Works for, or on behalf of, the CFA.

#### **4. Procurement Guidance**

- 4.1 The Chief Fire and Rescue Officer may from time to time publish procurement processes and/or guidance to amplify and fine tune the steps to be taken as part of procurement and contract management processes or vary the standard procurement documents.
- 4.2 Where there is any ambiguity or conflict between the Contract Procedure Rules and or guidance issued under Rule 4.1, the provisions of the Contract Procedure Rules shall take precedence.

#### **5. Processes**

- 5.1 Tender and Quotation processes assist Procuring Officers in meeting their obligation to deliver a fair and transparent procurement process that encourages competition and delivers good value solutions that meet the requirements of the CFA.
- 5.2 The higher the value and risk, the more rigorous the process. The CFA recognises the administrative cost involved in tendering Contracts and provides for less exhaustive processes for lower value Contracts. The Contract Procedure Rules set value levels and describe how these will apply together with the procedures that must be followed. A risk assessment should be conducted as required by the CFA's Governance and Risk Management Strategy and this will inform the procurement process and documentation in many ways.
- 5.3 The use of electronic quotation and tendering processes helps to reduce the burden, improve transparency and reduce the CFA's carbon footprint.
- 5.4 The procedures are designed in incremental steps depending upon the value of the Contracts. Contracts that exceed the EU Thresholds are subject to the most rigorous processes.

#### **6. Transparency**

- 6.1 The CFA is required to ensure that its processes are fair and transparent and will publish data in accordance with the requirements stated in the Local Government Transparency Code 2014 and any additions or amendments thereto.

## **7. Social Value**

- 7.1 The Public Services (Social Value) Act 2012 requires the CFA under certain circumstances to consider how the economic, social and environmental wellbeing of Leicester, Leicestershire and Rutland may be improved by Services that are to be procured, and how procurement activity may secure these improvements.
- 7.2 The statutory requirements of the Public Services (Social Value) Act 2012 only apply to Services Contracts over the EU Threshold; however, the CFA will, wherever possible, implement the principles of social value procurement into the commissioning and procurement of all Large and EU Contracts, and where appropriate Intermediate Contracts.

## **8. Collaboration**

- 8.1 There may be demonstrable benefits of collaborative procurement with the wider public sector and the CFA should consider taking advantage of these where appropriate and including the opportunity for others to join in contracts that it is procuring.

## **9. Best Value & the Delivery of Savings**

- 9.1 All officers must be mindful of their responsibility in securing Best Value through all procurement activity and must consider how savings can be delivered.

## **10. Electronic Tendering System**

- 10.1 Use of an Electronic Tendering System means many of the requirements for security and segregation required for the processing of Submissions are covered by the security features built into the system. In addition such systems are auditable. An Electronic Tendering System should be used where practical and always for EU Contracts.
- 10.2 Any reference in these Rules to “written”, or “in writing”, will be satisfied by an e-mail, a process within an Electronic Tendering System or any other electronic means.
- 10.3 Electronic auctions may be used, so long as, where applicable, Regulation 35 of the Public Contracts Regulations 2015 is complied with.

## **11. Contract Management**

- 11.1 Contracts must be properly managed after they have been awarded to ensure compliance and continuous improvement. Therefore in addition to the processes by which Contracts are established, these Contract Procedure Rules also cover aspects of contract management which relate to ongoing Contract Variation, price control or termination of Contracts at any time during the contract period.
- 11.2 The majority of the ‘life’ of most Contracts is spent in contract management and effective performance management will help ensure that the Contract delivers what is intended at the intended price. Contracts should include an appropriate framework for Contract monitoring, quality assurance and measurement of

continuous improvement. The need to maintain proper and auditable records cannot be over emphasised.

## **12. Status**

12.1 In the event of any inconsistencies between the provisions of the Contract Procedure Rules and the Law, then the Law shall prevail.

12.2 These Contract Procedure Rules:

12.2.1 are made under Section 135 of the Local Government Act 1972 and all other relevant enabling powers;

12.2.2 are applicable to all members, officers and staff, including agency staff, interims and consultants, of the CFA;

12.2.3 are applicable to all departments of the CFA, including the CFA's trading organisations and organisations for which the CFA is the accountable body;

12.2.4 are applicable where the CFA is acting as agent for another body (principal) unless the principal directs otherwise;

12.2.5 must be adopted by any external Contractor that is acting as an agent of the CFA and empowered to form contracts on behalf of the CFA and by any person who is not an officer of the CFA engaged to manage a Contract on behalf of the CFA;

12.2.6 shall be interpreted so far as possible to ensure the aims set out at Rule 2 of the Contract Procedure Rules are achieved;

12.2.7 are not applicable to expenditure between or within CFA departments;

## **13. Scope**

13.1 The Contract Procedure Rules are applicable to the formation of Contracts and to any matters as may arise in the process of managing Contracts including those which change, vary or terminate any Contract during its term, or extend its term.

13.2 These Contract Procedure Rules are applicable to all Contracts for the:

13.2.1 provision, supply, and/or hire to the CFA of Goods including but not limited to intellectual property, or Works;

13.2.2 for the provision of Services, including consultancy, to the CFA;

13.2.3 Works and Services Concession Contracts;

which may include Contracts from which the CFA receives an income.

13.3 The Contract Procedure Rules apply to the award of a Contract where a sub-contractor or supplier is to be nominated by the CFA to a main Contractor.

13.4 The Contract Procedure Rules are not applicable to:

13.4.1 Contracts only for the acquisition or disposal of any interest in land;

13.4.2 Contracts of employment;

13.4.3 Contracts for the lending or borrowing of money;

- 13.4.4 Grants that are given to support the aims and objectives of an organisation or as gap funding, which do not fall within the definition of procurement set out in the Public Contracts Regulations 2015;
- 13.4.5 Functional arrangements with other public bodies, including arrangements which meet the criteria set out in the Regulation 12 of the Public Contracts Regulations 2015, so long as the advice and prior written approval of the Monitoring Officer has been obtained. Any such functional arrangements must be added to the Contracts Register.

#### **14. Private Interests**

- 14.1 No member, officer or agent of the CFA, shall improperly use their position to obtain any personal or private benefit from any Contract entered into by the CFA.
- 14.2 Employees shall comply with the Code of Conduct for Officers which includes requirements for registering interest and maintaining the highest standards of probity and fairness.
- 14.3 Members' interests are governed by the Code of Conduct for Members. This includes the requirement for members to declare interests in Contracts to the Monitoring Officer.
- 14.4 Whenever any member, officer or other person involved in a procurement process on behalf of the CFA has any interest, or could be perceived to have any interest, in a Bidder or potential Bidder, this interest must be notified in writing to the Procuring Officer, or (e.g. in the case of the Procuring Officer), to the Monitoring Officer. Any such interest must be declared even if it has been declared on an earlier occasion, either generally or in relation to another Contract/procurement exercise. The Monitoring Officer will decide how, if at all, the process, or the role of the person concerned, should be adjusted to ensure fairness can be demonstrated, and to reduce any potential accusation of misconduct, eliminate bias and maintain the integrity of the process.

## **THRESHOLDS**

### **15. Financial Parameters**

- 15.1 Before the procurement of any Contract is begun the Procuring Officer must calculate its estimated value in accordance with this Rule (the Estimated Value).
- 15.2 The Estimated Value shall be calculated as follows:
  - 15.2.1 Where the Contract period is fixed the Estimated Value shall be the total estimated maximum value of the Goods, Services or Works to be supplied over the period covered including any extensions to the Contract;
  - 15.2.2 Where the Contract period is indeterminate the Estimated Value shall be calculated by multiplying the estimated average monthly value by 48;
  - 15.2.3 For trials or pilots the Estimated Value shall be the value of the scheme or Contracts which may be awarded as a result;
  - 15.2.4 For Concessions the Estimated Value shall include the total income, regardless of source, to the Contractor over the Contract period;
  - 15.2.5 The Estimated Value must exclude Value Added Tax (VAT) but must include all other taxes and duties;
  - 15.2.6 Periodic purchases for the same requirement, whether that is from the same or different contractors, must be aggregated over a minimum of a 12-month period;
  - 15.2.7 Requirements for any department or section of the CFA should be included (no department or section is permitted to regard itself as a 'discrete operational unit' within the terms of the Public Contracts Regulations 2015);
  - 15.2.8 Where the CFA may be contributing only part of the total value of a Contract, it is nevertheless the total Estimated Value that must be applied in determining the correct procedures to be applied under these Rules;
  - 15.2.9 The Estimated Value should be calculated considering the total consideration that the Contractor(s) will receive in return for carrying out the Contract, whatever the nature or source of the consideration.
- 15.3 Where there is any doubt as to the Estimated Value then the procedure for the higher categorisation must be used.
- 15.4 The requirement shall be looked at as a whole and must not be artificially split to avoid competition.
- 15.5 In calculating the Estimated Value, the Procuring Officer shall take account of historic cost and an assessment of future trends or, where the requirement is new, the best estimate of value available at the time.
- 15.6 The following table sets out the thresholds for categorisation of Contract into value bands based on the Estimated Value as calculated following the

principles set out above.

<b>Contract Categorisation</b>	<b>Value</b>
<b>Minor Contract</b>	£0 - £10,000
<b>Small Contract</b>	£10,000 - £25,000
<b>Intermediate Contract</b>	£25,000 - £100,000
<b>Large Contract</b>	£100,000 – EU Threshold
<b>EU Contract</b>	Over EU Threshold

## **APPROVALS & REPORTING**

### **16. Procurement Plan**

- 16.1 The Chief Fire and Rescue Officer is responsible for periodically approving a Procurement Plan. The Procurement Plan will consist of a list of EU Contracts expected to be procured to alert members, the public and potential bidders.
- 16.2 The award of all Contracts is delegated to the Chief Fire and Rescue Officer.

### **17. Procurement Strategy**

- 17.1 The Chief Fire and Rescue Officer is responsible for periodically approving a Procurement Strategy, which will include the CFA's approach to procurement and how procurement and management of Contracts will contribute to the overall aims and objectives of the CFA.

### **18. Minor Amendments to the Rules**

- 18.1 The Monitoring Officer, in consultation with the Chief Fire and Rescue Officer and Treasurer, may from time to time amend the thresholds in the table in Rule 15.6.
- 18.2 The Monitoring Officer may from time to time amend the Contract Procedure Rules:
  - 18.2.1 To correct an error or clarify an ambiguity;
  - 18.2.2 To reflect changes in the management structure, working practices and responsibilities, e.g. as set out elsewhere in the Constitution; and
  - 18.2.3 To reflect changes in the Law where otherwise these rules would not be constituent with the Law;
- 18.3 If changes to the Contract Procedure Rules are made pursuant to Rule 18.1 or 18.2 above, the Monitoring Officer shall cause such changes to be published and the Constitution to be amended.

### **19. Reporting and Review of the Rules**

- 19.1 The Monitoring Officer, in consultation with the Chief Fire and Rescue Officer and Treasurer, shall at least every five years review the Contract Procedure Rules and, if deemed appropriate, propose amendments to the CFA for consideration.
- 19.2 The Corporate Governance Committee will receive a report annually to include:
  - 19.2.1 EU Contract procurement over the preceding 12 months;
  - 19.2.2 Compliance with these Rules, including a summary of Waivers;
  - 19.2.3 Any changes to these Rules made under Rule 18 above.



## **EXCLUSIONS, EXEMPTIONS & WAIVERS**

### **20. No Competition**

20.1 The actions permitted under this Rule 20 must be considered alongside the requirements of EU Directives, the Treaty on the Functioning of the European Union (TFEU), Acts of Parliament and UK Regulations, all of which take precedence over the Contract Procedure Rules. Procuring Officers should seek advice from the Monitoring Officer.

### **21. Exemptions & Waivers**

21.1 The Procuring Officer may request an exemption to the Contract Procedure Rules to directly negotiate the award of a Contract without for Contracts for:

21.1.1 Goods, Services or Works which are available only as proprietary or patented articles; Services or Works from one Contractor for which there is no reasonably satisfactory alternative available in the European Union; and for repairs to, or the supply of, parts of existing proprietary or patented articles or Works, including machinery or plant;

21.1.2 genuine unforeseen emergencies (not of the CFA's own making), where immediate action is required, including in order to fulfil the CFA's statutory obligations under the Civil Contingencies Act 2004;

21.1.3 Goods, Services or Works where one or more of the criteria for use of the negotiated procedure without prior publication set out in Regulation 32 of the Public Contracts Regulations 2015 are met; or certain Services set out in Regulation 10 of the Public Contracts Regulations 2015.

21.2 When none of the circumstances listed in Rule 21.1 apply, the Procuring Officer may, following consultation with the Monitoring Officer, request a waiver of the Contract Procedure Rules.

21.3 The following table sets out the required authorisations for exemptions and waivers.

<b>Contract Categorisation</b>	<b>Exemption</b>	<b>Waiver</b>
<b>Minor Contract</b>	Chief Fire and Rescue Officer	Chief Fire and Rescue Officer
<b>Small Contract</b>	Chief Fire and Rescue Officer	Chief Fire and Rescue Officer
<b>Intermediate Contract</b>	Chief Fire and Rescue Officer	Chief Fire and Rescue Officer
<b>Large Contract</b>	Monitoring Officer & Chief Fire & Rescue Officer	Monitoring Officer & Chief Fire & Rescue Officer
<b>EU Contract</b>	Monitoring Officer and Chief Fire and Rescue Officer	Monitoring Officer and Chief Fire and Rescue Officer

## **22. In-House**

- 22.1 Where in-house staff are able to provide the Goods, Services or Works required by another department/service of the CFA, the Procuring Officer should consult with the in-house staff prior to commencing a procurement exercise.
- 22.2 Where the Procuring Officer considers it more advantageous to the CFA as a whole to procure the service externally rather than use the in-house staff, the Contract Procedure Rules must be followed.
- 22.3 Where the Procuring Officer decides to engage the in-house staff to provide Goods, Services or Works, the Contract Procedure Rules do not apply.

## **TERMS AND CONDITIONS**

### **23. Contract Duration**

- 23.1 A Contract may not be of indeterminate duration or have a duration exceeding five years without the prior written approval of the Chief Fire and Rescue Officer.
- 23.2 A Framework Agreement may not be of indeterminate duration or have a duration exceeding four years without the prior written approval of the Monitoring Officer.

### **24. Contract Terms**

- 24.1 For Minor and Small Contracts, the Procuring Officer may place a Purchase Order including the CFA's Standard Terms and Conditions.
- 24.2 When using a non-CFA Framework Agreement, the Procuring Officer may use the conditions of contract set out in the Framework Agreement.
- 24.3 For Intermediate and Large Contracts, the Procuring Officer may use:
  - 24.3.1 Appropriate Industry Standard Contract Templates, e.g. JCT or NEC; or
  - 24.3.2 The CFA's Standard Contract Templates for the appropriate type of Contract;

provided no significant amendments are made to these templates. If these templates require significant amendment or bespoke terms and conditions are required, the Procuring Officer must engage the Monitoring Officer to provide appropriate terms and conditions. If the CFA is to contract on a Contractor's terms and conditions, these must be approved in writing by Monitoring Officer prior to a Contract being signed.
- 24.4 For EU Contracts, the Procuring Officer must request that the Monitoring Officer provide and/or approve appropriate terms and conditions.

### **25. Execution of Contracts**

- 25.1 For Intermediate Contracts, the Procuring Officer must complete a Delegated Powers Certificate (DPC) for authorisation by the Chief Fire and Rescue Officer. Once the DPC is authorised, the Procuring Officer may issue the Contract to the Contractor(s) for execution.
- 25.2 For Large and EU Contracts with no Standstill Period, following completion of the evaluation procedure, the Procuring Officer must complete a DPC for authorisation by the Chief Fire and Rescue Officer. Once the DPC is appropriately authorised, the Procuring Officer may issue the Contract to the Contractor(s) for execution.
- 25.3 For Large and EU Contracts with a Standstill Period, following completion of the evaluation procedure, the Procuring Officer must complete a DPC for authorisation by the Chief Fire & Rescue Officer. Once the DPC is appropriately authorised, the Procuring Officer may issue the notices under Rule 48.1 to

commence the Standstill Period. On completion of the Standstill Period, the DPC must be again authorised by the Chief Fire and Rescue Officer, and, if a challenge is received, by the Monitoring Officer. Once the DPC has again been appropriately authorised, the Procuring Officer may issue the Contract to the Contractor(s) for execution.

25.4 EU Contracts must be executed under seal as a deed.

25.5 Letters of Intent may only be issued ahead of the full Contract with the prior written approval of the Monitoring Officer.

## **26. Mandatory Clauses**

26.1 The proposed terms of Contract must include the provisions:

- 26.1.1 Permitting the termination of the Contract and the recovery of any sums paid where there has been evidence of bribery or corruption;
- 26.1.2 Entitling the CFA to terminate part or all of the Contract or to obtain substituted provision of the Goods, Services and Works to be supplied under the Contract in the event of a breach of Contract by the insolvency of the Contractor;
- 26.1.3 Stating the price (and/or any mechanism by which the price, any additional price or discounts are to be ascertained), and where appropriate, setting out the mechanisms for payment such as BACS, and requiring the inclusion of purchase orders numbers on invoices;
- 26.1.4 For Large and EU Contracts, prohibiting the Contract or from sub-contracting, assigning or otherwise transferring the Contract without the prior written consent of the CFA and providing that the Contractor shall remain liable to the CFA for any part of the Contract that may be sub-contracted;
- 26.1.5 Requiring compliance by the contractor with any relevant legislative requirements, including where appropriate, in respect of:
  - a) health and safety, including the setting up of appropriate systems and procedures for the Goods, Services and Works procured;
  - b) the prevention of inequality and the promotion of equality;
  - c) the observance of human rights in the performance of functional activity under the Contract (as if the Contractor were a public body);
  - d) Freedom of Information and Environmental Information Regulations, and requiring the Contractor to co-operate with the CFA in dealing with requests, the Contractor accepting that information will be liable to disclosure and allowing for requirements as to local transparency on Contracts and Tenders;
  - e) data protection, confidentiality and information security; and
  - f) workforce transfer legislation, where appropriate, including associated codes of practice.
- 26.1.6 Setting out indemnities for any claim in respect of employer's liability or public liability arising from the Contract, including if appropriate

- infringement of intellectual property rights, and appropriate insurance requirements of the Contractor;
- 26.1.7 Setting out indemnities in respect of claims made against the CFA made in respect of a Contractor's activities and the provision of satisfactory insurance against such claims;
  - 26.1.8 In cases where the Contractor's activities are of a type that can normally be so insured, requiring provision to the CFA of evidence of satisfactory professional indemnity insurance held by the Contractor.
  - 26.1.9 Where appropriate, requiring the provision to the CFA of adequate Intellectual Property protection together with an indemnity protection;
  - 26.1.10 Requiring the provision to the CFA of adequate warranties (or direct covenants) from manufacturers of mechanical and engineering supplies, or for supplies of other products, where the CFA's requirements have prescribed or prohibited materials or where a duty of skill and care is appropriate to the manufacture of the product in Contracts for the purchase of Goods;
  - 26.1.11 If necessary, ensuring that appropriate vetting and barring is undertaken to ensure the safety of vulnerable groups, and appropriate safeguarding requirements, such as in relation to incident reporting, the CFA's right to investigate and access to records/data;
  - 26.1.12 For professional consultancy Contracts, requiring fair dealing in the case of conflict of interest;
  - 26.1.13 Requiring the Contractor to grant reasonable access to the CFA to information relating to the Contract, and to undertake appropriate monitoring and compliance procedures.

## **PROCUREMENT PROCEDURES**

### **27. Principles**

- 27.1 A Contract of a lower Estimated Value may be procured via a procedure for a Contract of a higher Estimated Value, especially when the requirement is complex or the Contract could be considered high risk, so long as the procedure is proportionate to the requirement and complies with the Regulations.
- 27.2 Where the Regulations permit (or do not fully apply), the procurement procedures set out in Rules 33 to 37 may be adapted to suit the nature of the procurement process in question. The process to be followed must be set out in the documents issued to Bidders and must at all times be fair and transparent.
- 27.3 Where a collaborative procurement process is being led, or has already been conducted, by another public sector body, the Contract Procedure Rules (or equivalent) of that public body shall apply to the process, so long as all relevant legislation is complied with.
- 27.4 The Procuring Officer must ensure that any Quotation/Tender, if accepted, is reasonable in all the circumstances and represents value for money for the CFA.

### **28. Minor Contracts**

- 28.1 For Minor Contracts, the Procuring Officer should obtain at least one quotation, preferably in writing and from a Local Bidder.
- 28.2 Whilst there is only a requirement for one quotation the Procuring Officer must consider whether additional quotations are in the CFA's best interests.
- 28.3 Where it is not practical or possible to obtain a written quotation, the Procuring Officer must obtain at least one oral quotation and record this contemporaneously.

### **29. Small Contracts**

- 29.1 Small Contracts must be procured in one of three ways:
  - 29.1.1 An Advertised Quotation process as further described in Rule 33;
  - 29.1.2 A Targeted Quotation process as further described in Rule 34; or
  - 29.1.3 Use of a compliant Non-CFA Framework Agreement.

### **30. Intermediate Contracts**

- 30.1 Intermediate Contracts must be procured in one of three ways:
  - 30.1.1 An Advertised Quotation process;
  - 30.1.2 A Targeted Quotation process; or
  - 30.1.3 Use of a compliant Non-CFA Framework Agreement.

### **31. Large Contracts**

- 31.1 Large Contracts must be procured in one of three ways:
  - 31.1.1 An open procedure;
  - 31.1.2 A restricted procedure; or
  - 31.1.3 Use of a compliant Non-CFA Framework Agreement.

### **32. EU Contracts**

- 32.1 EU Contracts must be procured in consultation with the Monitoring Officer.
- 32.2 EU Contracts must be procured in one of the following ways:
  - 32.2.1 An open procedure;
  - 32.2.2 A restricted procedure;
  - 32.2.3 Use of a compliant Non-CFA Framework Agreement; or
  - 32.2.4 A Complex Procurement Procedure set out in Rule 37.

### **33. Advertised Quotation**

- 33.1 The Procuring Officer must advertise the requirement for an appropriate period of time to allow interested parties to respond.
- 33.2 A Request for Quotation (RfQ) document must be made available to all interested parties who respond to the Advertisement. The RfQ must contain or identify:
  - 33.2.1 Instructions for the completion and return of Quotations;
  - 33.2.2 A Specification setting out the CFA's requirements;
  - 33.2.3 The proposed terms and conditions of Contract;
- 33.3 Quotations received in accordance with the instructions contained in the RfQ (or as otherwise permitted by these Rules) will be evaluated by the Evaluation Panel in line with the procedure set out in the RfQ to make a decision on which Bidder(s), if any, will be awarded the Contract.

### **34. Targeted Quotation**

- 34.1 The Procuring Officer must obtain three written Quotations of which at least one should be from a Local Bidder. Where this is not reasonably practical, the Procuring Officer must make a file note to evidence reasonable effort to obtain the required Quotations.
- 34.2 For Intermediate Contracts, the Procuring Officer must issue an RfQ as described in Rule 33.2 to a selection of Bidders to invite Quotations.
- 34.3 The Procuring Officer must record all details of the Quotations or other responses for future reference.

34.4 The Evaluation Panel may make the decision on whether or not to award the Contract after considering all offers and shall keep a written record of their decision including reasons for the decision.

### **35. Open Tender**

35.1 The Procuring Officer must advertise the requirement on the Source Leicestershire website (or other appropriate website) for an appropriate period of time to allow interested parties to respond.

35.2 An Invitation to Tender (ITT) document must be made available to all interested parties who respond to the Advertisement. The ITT must contain or identify:

35.2.1 Instructions for the completion and return of Tenders;

35.2.2 A Specification setting out the CFA's requirements;

35.2.3 The proposed terms and conditions of Contract; and

35.2.4 The procedure for the evaluation of Tenders.

35.3 Tenders received in accordance with the instructions contained in the ITT (or as otherwise permitted by these Rules) will be evaluated by the Evaluation Panel in line with the procedure set out in the ITT to make a decision on which organisation(s), if any, will be awarded the Contract.

35.4 When using an open procedure for an EU Contract, the Procuring Officer must comply with any applicable requirements set out in the Regulations.

### **36. Restricted Tender**

36.1 The Procuring Officer must advertise the Contract on the Source Leicestershire website (or other appropriate website) for an appropriate period of time to allow interested parties to respond.

36.2 A Pre-Qualification Questionnaire (PQQ) document must be made available to all interested parties who respond to the Advertisement. The PQQ must contain or identify:

36.2.1 Instructions for the completion and return of PQQs;

36.2.2 A brief overview of the CFA's requirements; and

36.2.3 The procedure for the evaluation of PQQs.

36.3 PQQs received in accordance with the instructions contained in the PQQ (or as otherwise permitted by these Rules) will be evaluated by the Evaluation Panel in line with the procedure set out in the PQQ to make a decision on which Bidders, if any, are to be invited to tender. For EU Contracts, a minimum of five Bidders must be selected to tender (unless fewer suitable candidates have met selection criteria and these are sufficient to ensure genuine competition).

36.4 An Invitation to Tender (ITT) document must be made available to all Bidders selected to be invited to tender following the procedure set out above. The ITT must meet the requirements of Rule 34.2 above.



- 36.5 Tenders received in accordance with the instructions contained in the ITT (or as otherwise permitted by these Rules) will be evaluated by the Evaluation Panel in line with the procedure set out in the ITT to make a decision on which Bidder (s), if any, will be awarded the Contract.
- 36.6 When using a restricted procedure for an EU Contract, the Procuring Officer must comply with any applicable requirements set out in the Public Contracts Regulations 2015.

### **37. Complex Procurement Procedures**

- 37.1 The following procurement procedures may only be used with the approval of the Monitoring Officer:
- 37.1.1 innovation partnership or design contest;
  - 37.1.2 competitive procedure with negotiation;
  - 37.1.3 competitive dialogue.
- 37.2 When using any of these procedures, the Procuring Officer must comply with any applicable requirements set out in the Public Contracts Regulations 2015.

### **38. Value Categorisation of Framework Agreements & DPSs**

- 38.1 Categorisation of Framework Agreements and Dynamic Purchasing Systems (DPS) will follow that set out in Rule 15.6 for Contracts. The Estimated Value should consider the total expected value of all Call-Off Contracts over the maximum duration of the Framework Agreement by all organisations who may use the Framework Agreement or DPS.

### **39. CFA Framework Agreements**

- 39.1 Where the CFA is the contracting authority, the Framework Agreement must be established by following these Contract Procedure Rules as if it were a Contract.
- 39.2 The Framework Agreement must set out a methodology for how Contracts under the Framework Agreement will be called off. Completion of this process will replace the procedures required by these Rules for Call-Off Contracts.

### **40. Non-CFA Framework Agreements**

- 40.1 The Procuring Officer may use Framework Agreements set up by other public authorities or central purchasing bodies where the Framework Agreement entitles the CFA to do so. For EU Contracts this must be subject to the approval of the Monitoring Officer.
- 40.2 The Procuring Officer must follow the methodology and all requirements set out in the Framework Agreement when awarding a Call-Off Contract under the Framework Agreement.

**41. Dynamic Purchasing Systems (DPSs)**

- 41.1 A Dynamic Purchasing System may only be established with the approval of the Monitoring Officer. A Dynamic Purchasing System must be established and used in accordance with the Public Contracts Regulations 2015.

## **CONDUCTING A PROCUREMENT PROCESS**

### **42. Fairness & Equal Treatment**

- 42.1 The Procuring Officer must give all Bidders the same information about the proposed Contract and procurement process and in particular information relating to the Tender/Quotation process, Specification, award methodology and evaluation criteria.
- 42.2 The Procuring Officer must ensure that all processes set out in the procurement documentation issued to Bidders are followed.
- 42.3 Between the Advertisement and deadline for receipt of Submissions or where no Advertisement is placed (e.g. in the second stage of a Restricted Tender procedure or in a Targeted Quotation procedure), the issue of documents to Bidders, the Procuring Officer may respond to questions of clarification received from Bidders, but must ensure that Rule 42.1 is complied with, to the extent that any response given to one Bidder may be relevant to other Bidders.

### **43. Advertisement**

- 43.1 Wherever stated in the Procurement Procedures section above, procurement procedures must be advertised on the Source Leicestershire website. This website may be substituted with another appropriate advertising medium at the discretion of the Monitoring Officer.
- 43.2 For all procurement procedures that are advertised, the Procuring Officer must allow a reasonable time between the date of the Advertisement (or where no Advertisement is placed (e.g. in the second stage of a Restricted Tender procedure or in a Targeted Quotation procedure), the issue of documents to Bidders) and the deadline for receipt of Submissions, having regard to:
  - 43.2.1 the requirements of the Regulations;
  - 43.2.2 the amount of effort likely to be required to make a Submission; and
  - 43.2.3 the urgency of the requirement.
- 43.3 The Advertisement must express the nature and purpose of the procurement procedure, stating where further details may be obtained.

### **44. Specification**

- 44.1 The Specification must be a clear written statement of the Goods, Services or Works required, in sufficient detail to:
  - 44.1.1 enable the Bidder to submit a competitive price, demonstrating quality and added value;
  - 44.1.2 ensure that Goods, Services or Works supplied will meet the requirement of the CFA; and
  - 44.1.3 define the precise output and/or outcomes required.
- 44.2 Unless justified by the subject matter of the Contract, the Specification shall not refer to a specific make or source, or a particular process which characterises

the Goods, Services or Works provided by a specific organisation, or to trade marks, patents, types or a specific origin or production with the effect of favouring or eliminating certain organisations or certain products. Such reference shall be permitted on an exceptional basis, where a sufficiently precise and intelligible description of the subject-matter of the Contract is not possible and this is agreed by the Procuring Officer and the Procuring Officer. Such reference shall be accompanied by the words 'or equivalent'.

#### **45. Opening of Submissions**

- 45.1 The PQQ, RfQ, or ITT must specify the latest day and hour for the receipt of Submissions.
- 45.2 For Large and EU Contracts, where an Electronic Tendering System is not used:
- 45.2.1 Tenders must be returned to an officer designated by the Monitoring Officer. The designated officer must have no other involvement in the procurement process.
  - 45.2.2 Tenders must be received in a plain sealed envelope or parcel addressed to the designated officer. The envelope or package must bear the word "Tender" followed by the subject to which it relates.
  - 45.2.3 On receipt, envelopes containing Tenders must be date and time stamped by the designated officer and shall remain in the designated officer's secure custody until they are opened, which shall not be before the stated closing date/time.
  - 45.2.4 The designated officer must open the Tenders at one time in the presence of at least one other officer. Each officer must initial each Tender once opened which must also be date stamped.
  - 45.2.5 Particulars of all Tenders opened must be entered by the designated officer upon a written record which must be signed by the officers present at the opening, together with a written note of any Tenders rejected at the point of opening and the reasons for their rejection.
  - 45.2.6 The designated officer must retain a copy of the record and forthwith send a copy to the Procuring Officer with the Tenders.
- 45.3 For Quotations and Tenders not covered by Rule 45.2 above, where an Electronic Tendering System is not used:
- 45.3.1 Submissions must be returned to an officer designated by the Monitoring Officer. The designated officer must have no other involvement in the procurement process.
  - 45.3.2 On receipt, envelopes containing Tenders must be date and time stamped by the designated officer and shall remain in the designated officer's secure custody until they are opened, which shall not be before the stated closing date/time.
- 45.4 Where Submissions are received by e-mail, the requirement in Rules 45.2 and 45.3 for date and time stamping, and initialling is removed, and the requirements for labelling envelopes should be applied to the subject of the e-mail instead.

- 45.5 Where an Electronic Tendering System is not used, completed PQQs may be returned directly to the Procuring Officer.
- 45.6 The Monitoring Officer may authorise the acceptance of Submissions received via an Electronic Tendering System after the stated date and time where:
- 45.6.1 there is clear evidence of technical issues preventing the Bidder sending their Submission ahead of the deadline, as acknowledged by the provider of the Electronic Tendering System; and
  - 45.6.2 the Bidder gains no other advantage through the acceptance of their Submission.
- 45.7 Where an Electronic Tendering System has not been used a Submission received after the closing date and time may be opened and evaluated if there is clear evidence of it having:
- 45.7.1 been posted by first class post at least a day before the closing date; or
  - 45.7.2 been posted by second class post at least three days before the closing date; or
  - 45.7.3 been placed in the custody of a courier who has provided reasonable written assurance of delivery prior to the closing date and time.
- 45.8 Submissions not received in compliance with the instructions set out for Bidders will be rejected, except where the Monitoring Officer considers that there are exceptional circumstances and that the Bidder who made the Submission has gained no advantage from its non-compliance, he may determine to accept the Submission and authorise that it be opened and evaluated together with any other Submissions. The Monitoring Officer shall record in writing the reasons, which must be consistent with the application of public procurement Law, for which the Submissions has been accepted. Any such reason shall not be deemed to set any precedent.

#### **46. Clarification of Submissions**

- 46.1 Bidders are not permitted to alter their Submissions after opening save in accordance with the instructions provided to Bidders, this Rule or Rule 47 below.
- 46.2 Following the closing date for receipt of Submissions but before acceptance of any Submission, the Procuring Officer may correspond or discuss with Bidders in order to seek clarification of its Submission. A written note of the discussions must be made to record the date, time, and detail of the discussion. Where an Electronic Tendering System is being used, clarification should be conducted via or recorded on the Electronic Tendering System.
- 46.3 Any clarification of Submissions during a procurement process must always ensure fair and equal treatment of all Bidders is maintained. Clarification of Submissions is at the CFA's discretion.

## **47. Negotiation**

- 47.1 Subject to the prior written approval of the Monitoring Officer, for all Contracts except EU Contracts, following the closing date for receipt of Submissions, but before acceptance of any Submissions, the Procuring Officer may negotiate with the Bidder(s) in an attempt to secure improvements in the price or economic advantage.
- 47.2 Post-tender negotiations are not allowed for EU Contracts; however, clarifications of errors or discrepancies in Tenders may take place in accordance with Rule 46.

## **48. Standstill Period**

- 48.1 For Tenders for EU Contracts, the Procuring Officer must notify all Bidders who are required to be notified under Regulation 86 of the Public Contracts Regulations 2015 of the decision regarding the acceptance or rejection of their Tender, including:
- 48.1.1 the successful Bidder's score;
  - 48.1.2 the score (if any) of the Bidder receiving the notice;
  - 48.1.3 the characteristics and (if appropriate) relative advantages of the successful Bidder's Tender;
  - 48.1.4 any reasons why the Bidder receiving the notice did not meet the Specification;
  - 48.1.5 the name of the Bidder to be awarded the Contract, and
  - 48.1.6 the date when the Standstill Period required in accordance with Rule 48.2 will come to an end.

A Standstill Period may be applied to Large Contracts and Call-Off Contracts from Framework Agreements that themselves constitute EU Contracts.

- 48.2 The Standstill Period must last a minimum of 10 calendar days from the day of sending the notice to the date on which the CFA enters into the Contract, if the notice is sent electronically. Where the notice is sent by other means, then the Standstill Period must last a minimum of either 15 days from the day of sending the notice or 10 days from the day of receipt of the notice by the last Bidder to receive the notice. In all cases, count the day after sending the notice as day one. The Standstill Period must end on a Working Day.
- 48.3 If, during the Standstill Period, a formal challenge is received from a Bidder, the authorisation of the Monitoring Officer to award the Contract must be sought.

## **49. Contract Award**

- 49.1 Following the appropriate authorisation of a DPC (see Rule 25), and including, where applied, the completion of the Standstill Period, the Procuring Officer must notify the successful Bidder(s) of the acceptance of their Submission.
- 49.2 For Large and EU Contracts the Procuring Officer must also notify in writing all unsuccessful Bidders at the same time as the successful Bidder(s).

- 49.3 For Contracts for which the Regulations stipulate that an OJEU Contract Award Notice, OJEU Concession Award Notice and/or Contracts Finder Contract Award Notice is required, the Procuring Officer shall ensure that such Award Notice(s) is/are placed within the timescales required by the Regulations.
- 49.4 The Procuring Officer must ensure that all Small, Intermediate, Large and EU Contracts are entered onto the Contracts Register maintained by the Monitoring Officer.

## **CONTRACT MANAGEMENT & CONTRACT AMENDMENTS**

### **50. Contract Management**

- 50.1 The Chief Fire and Rescue Officer must ensure that for each Large or EU Contract, a person is designated as the Contract Manager. The Contract Manager may be a CFA officer or a Contractor/consultant. The Procuring Officer may be, but need not be, the Contract Manager.
- 50.2 The Contract Manager is responsible for managing the performance of the Contract and the Contractor(s) throughout the Contract period, including ensuring that Best Value is obtained and that the CFA and Contractor both fulfil their respective obligations under the Contract.

### **51. Financial Parameters for Contract Amendments**

- 51.1 When considering Contract Extensions and Variations as set out in Rules 52 and 53 below the categorisation of a Contract should follow the table at Rule 15.6 but the value should include the value for the original period of the contract and any proposed extension or Variation (including any further options for additional extensions/Variations) whether provided for in the original Contract or not.

### **52. Contract Extensions**

- 52.1 Where a Minor, Small or Intermediate Contract provides for the proposed extension, the Contract Manager shall be authorised to extend the period of the Contract. The Contract Manager must inform the Monitoring Officer of the extension.
- 52.2 Where a Large or EU Contract provides for the proposed extension, the Chief Fire and Rescue Officer shall be authorised to extend the period of the Contract in consultation with the Monitoring Officer.
- 52.3 Where a Minor, Small or Intermediate Contract does not provide for the proposed extension, the Chief Fire and Rescue Officer shall be authorised to extend the period of the Contract. The Chief Fire and Rescue Officer must inform the Monitoring Officer of the extension.
- 52.4 Where a Large or EU Contract does not provide for the proposed extension, the Chief Fire and Rescue Officer shall seek authorisation to extend the period of the Contract from the Monitoring Officer.

### **53. Contract Variations**

- 53.1 No Variation may be authorised under this Rule that alters the overall nature of the Contract. When authorising all Variations, the officer(s) must have due regard to transparency and openness of procurement and to value for money of the proposed variation.
- 53.2 The Contract Manager may make changes to the Contract or delivery of the Contract where these have been explicitly foreseen within the terms of the Contract or where changes are of a minor nature and will not significantly affect the overall delivery or cost of the Contract. The Contract Manager must retain



both parties' written agreement to the change which must include details of the change.

- 53.3 The Chief Fire and Rescue Officer shall be authorised to vary a Minor, Small or Intermediate Contract. This authorisation must be issued before the work is carried out, or in the case of an emergency, immediately thereafter. The Chief Fire and Rescue Officer must inform the Monitoring Officer of the variation.
- 53.4 The Chief Fire and Rescue Officer shall be authorised to vary a Large Contracts, so long as this does not give cause to an increase in value of more than 50% of the original Contract Value, whether caused by this one variation or the aggregation of this variation with ones that have previously been authorised. In such cases the Chief Fire and Rescue Officer must inform the Monitoring Officer of the variation.
- 53.5 If the proposed variation of a Large Contract will give cause to an increase to the original Contract Value of more than 50% the Chief Fire and Rescue Officer must seek the authorisation of the Monitoring Officer. This authorisation must be issued before the Goods/Services/Works that are the subject of the Variation are provided/carried out, or in the case of an emergency, immediately thereafter.
- 53.6 The Chief Fire and Rescue Officer shall be authorised to vary an EU Contract, so long as this does not give cause to an increase in value of 10% or more (15% for Works Contracts) of the original Contract Value, whether caused by this one Variation or the aggregation of a Variation with ones that have previously been authorised. In such cases the Chief Fire and Rescue Officer must inform the Monitoring Officer of the variation. If the proposed variation will give cause to an increase to the original Contract Value of 10% or more (15% for Works Contracts) the Chief Fire and Rescue Officer must seek the authorisation of the Monitoring Officer ensuring the CFA remains within the provisions of the Regulations. This authorisation must be issued before the Goods/Services/Works that are the subject of the Variation are provided/carried out, or in the case of an emergency, immediately thereafter.

#### **54. Novation of Existing Contracts**

- 54.1 The novation of a Contract from/to the CFA or to a new Person (in place of the CFA or in place of another party to the Contract) requires the prior written approval of the Monitoring Officer. The novation of a Contract must be agreed in writing between the parties.

#### **55. Early Termination of Contracts**

- 55.1 Following consultation with the Monitoring Officer the Chief Fire and Rescue Officer shall be authorised to terminate any Contract before the expiry of its agreed term or the provision of the Goods, Works or Services is complete.

#### **56. Execution of Contract Amendments**

- 56.1 For Small and Intermediate Contracts, the Contract Manager must complete a Contract Extension and Variation form (CEV) detailing the Contract Amendment for the appropriate authorisations. Once the CEV is appropriately

authorised, the Contract Manager may confirm the Contract Amendment in writing to the Contractor(s), so long as the Contract Manager is authorised to do so under Article 11 of the Constitution. If the Contract Manager is not authorised to do so, another officer, so duly authorised, may do so.

- 56.2 For Large and EU Contracts the Contract Manager must complete a CEV for the appropriate authorisations detailing the Contract Amendment. Once the CEV is appropriately authorised, Legal Services may issue the Contract Documents to the Contractor(s) for signature.

## **APPENDIX 1: DEFINITIONS**

Terms defined in the Public Contracts Regulations 2015 have the same meaning when used in these Rules.

Terms defined in the CFA's Constitution have the same meaning when used in these Rules. Where a job title is used and that job title is no longer appropriate, the Chief Fire and Rescue Officer will identify the postholder to replace the stated job title. To ensure effective operation of the Contract Procedure Rules, the Monitoring Officer, Chief Fire & Rescue Officer and Treasurer may delegate their responsibilities under the Contract Procedure Rules to appropriately skilled officers.

Other terms are defined by the Contract Procedure Rules.

In all of the above cases, hyperlinks are provided to the appropriate definition wherever the term is used.

Where necessary, additional definitions are provided below:

**“Best Value”** A statutory framework that ensures that CFAs are required to plan, deliver and continuously improve services. Each fire authority has a duty to make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.

**“Bidder”** means a person or organisation who responds to an Advertisement or invitation and participates in a procurement procedure to win a Contract.

**“Call-Off Contract”** – a Contract based on a Framework Agreement or DPS.

**“Contract”** means an agreement between the CFA and a Contractor comprising the conditions of Contract, Specification and any defined schedules or other matters referred to in the ITT/RfQ and/or the Contractor's Submission.

**“Contract Manager”** means a person appointed by a Head of Service or Chief Officer to manage the performance of a Contract throughout its Contract period. The duties of a Contract Manager shall begin when the Contract is awarded and shall cease when it is completed or terminated.

**“Contractor”** means any person or organisation contracted to sell, provide or buy Goods, Service or Works. This term applies after a Contract is formed.

**“Electronic Tendering System”** means any IT system approved for use by the Monitoring Officer via which a procurement process can be conducted.

**“EU Threshold”** means the relevant threshold set out in Regulation 5(1)(a), (c) or (d) of the Public Contracts Regulations 2015 or Regulation 9(1) of the Concession Contracts Regulations 2016.

**“Evaluation Panel”** means the Procuring Officer and any other individuals designated by them to participate in evaluating Submissions. All such individuals must have the relevant skills and experience to make value judgements on the Submissions received. For Large and EU Contracts, the Evaluation Panel must include at least one other officer to evaluate the technical quality elements of the Submission in addition to the Procuring Officer.

**“Goods”** means the subject of a Public Supply Contract.

**“Law”** means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply

**“Local”** means a business having a base from which the Goods/Services/Works will be delivered with a postcode within the administrative area of Leicestershire, Leicester City and Rutland.

**“OJEU”** means the Official Journal.

**“Procuring Officer”** means a person appointed by the Chief Fire and Rescue Officer to identify and specify the requirement, and provide specialist service/technical input into the procurement procedure and carry out the appropriate duties set out in these Contract Procedure Rules. A Procuring Officer may be appointed specifically for the purpose of a single Contract or for a range of Contracts.

**“Quotation”** means a completed Request for Quotation (also referred to as an RfQ) or a similar Submission from a Bidder, and any attached documents submitted by a Bidder as part of a procurement procedure; or, where no RfQ has been issued, a clear priced offer of Goods/Services/Works including adequate terms and conditions and Specification.

**“Regulations”** means the Public Contracts Regulations 2015 and the Concession Contracts Regulations 2016, or whichever applies.

**“Schedule 3”** means Schedule 3 to the Regulations.

**“Services”** means the services provided pursuant to a Public Services Contract.

**“Specification”** means a clear written statement of the Goods, Services or Works, in sufficient detail to:

- a) enable the Bidder to submit a competitive price, demonstrating quality and added value.
- b) ensure that Goods, Services or Works supplied will meet the requirement of the CFA.
- c) define the precise output and/or outcomes required.

**“Submission”** means a Tender, RfQ, PQQ or other similar document submitted by a Bidder as part of a procurement procedure.

**“Tender”** means a completed invitation to tender, and any attached documents submitted by a Bidder as part of a procurement procedure.

**“Works”** means the subject of a Public Works Contract.