

# STAFFORDSHIRE UNIVERSITY

# PROCUREMENT POLICY PROCEDURES AND REGULATIONS

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## Version Control

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## Contents

1. INTRODUCTION.....	4
2. PURCHASING OBJECTIVES .....	5
3. FINANCIAL REGULATIONS RELATING TO PURCHASING PROCEDURES.....	6
4. PURCHASING PROCEDURES .....	7
5. AUTHORITY TO PURCHASE .....	16
6. SPECIAL PROCUREMENT POLICIES .....	17
7. DUTIES AND RESPONSIBILITIES OF PROCUREMENT TEAM.....	18
8. CODE OF ETHICS.....	19
9. EUROPEAN UNION PROCUREMENT REGULATIONS .....	21
10. STANDING ORDERS RELATING TO CONTRACTS .....	23
11. SECURITY OF ASSETS, STOCKS AND STORES.....	29
12. SURPLUS EQUIPMENT / FURNITURE DISPOSAL.....	30
APPENDIX 1 – Purchasing Card Procedures .....	31

## 1. INTRODUCTION

The Purchasing function is a major financial and administrative activity. In 2014/15 the University spent over £39m on procuring goods and services. The function plays a prominent part, directly and indirectly, in determining the cost-effectiveness of our teaching and research programmes.

In recent times purchasing practices within UK Universities have been the focus of critical examination. These studies, undertaken by a number of agencies, have revealed weaknesses in the way purchasing is managed and executed. The recommendations of the various study reports point to a need to move from disparate approaches to structured and collaborative procurement strategies. The need for change has been further endorsed by the introduction of UK legislation which impacts on our procurement practices. In order that the recommendations on best purchasing practices are introduced and complied with, information must be made available on a University-wide basis. This is best achieved through the preparation and distribution of a Purchasing Manual which reflects our corporate policy and procedures and which meets our reporting needs.

This Purchasing Manual embraces Purchasing Policy (action guidelines) and Purchasing Procedures (what has to be done and how). The regulations contained in this Purchasing Manual complement our Financial Regulations and Standing Orders relating to Contracts. If clarification or further information is required on any aspect please contact Nigel Peake, Head of Procurement

- The University is committed to the pursuit of excellence and the adoption of best current practice in the total purchasing function.
- It is recognised that funding is directly related to an effective purchasing operation in ensuring the efficient acquisition of goods and services.
- As a member of Executive, the Finance Director is responsible for day to day control of the University purchasing function.
- Compliance with both the Financial Regulations and Standing Orders relating to Contracts and the procedures included in this document is mandatory.

## 2. PURCHASING OBJECTIVES

To require all nominated personnel for all budget centres/grant holders, irrespective of the source of funds, to obtain supplies, services and equipment at the lowest possible cost consistent with quality and delivery requirements and in accordance with sound business practice. Factors to be considered in determining whether value for money is being obtained must, where appropriate, include:

- Purchase costs
- Fitness for purpose
- Firmness of price (e.g. fixed or otherwise)
- Foreign exchange risks and costs
- Terms of payment
- Length of warranty or period of free maintenance
- Running costs (e.g. spares, consumable items, fuel, water, electricity)
- The cost of any required building or services alterations
- The likely sale or scrap value or other disposal charges

To consider, in sourcing, the best practicable environmental option so that products purchased provide the most benefit or least damage to the environment as a whole, at acceptable costs in the long and short term.

To ensure that all designated purchasing personnel are suitably trained or qualified to allow them to carry out their function in a professional and effective manner.

To ensure that all designated purchasing personnel provide the required reports to the Finance Director to allow purchasing performance to be evaluated.

To fully support and further develop co-operative relationships between the University and the commodity groups of the North Western Universities Purchasing Consortium to increase mutual benefit.

To comply at all times with the relevant European Union Directives and Regulations relating to public sector purchasing.

To comply with all legislative requirements including those of the Health and Safety at Work act 1974, Regulations issued by the Health and Safety Executive and other relevant safety legislation.

To ensure that the University has appropriate arrangements for specialist professional services encompassing, amongst others, legal services, internal and external audit and tax advice. Enquiries should be made in all such cases to the Finance Director.

## **3. FINANCIAL REGULATIONS RELATING TO PURCHASING PROCEDURES**

### **3.1 General Regulations and the Review Process**

These regulations shall become effective from 1<sup>st</sup> October 2015 when they will supersede all previous policies and procedures issued on University Purchasing.

The University Head of Procurement shall review these regulations on an annual basis and shall report to the Finance Director any recommended amendments.

### **3.2 Delegation of Authority for Purchasing**

The conditions applicable to delegation set out in Section 3 are taken from the Financial Regulations and must be observed.

### **3.3 Unauthorised Purchases**

Unauthorised purchases are defined as a commitment for goods or services being made by anyone other than an authorised employee of the University whether or not a confirming purchase order is involved. An authorised employee is one to whom delegated authority has been given as defined in Section 3.

University employees who make unauthorised purchases are personally responsible for payments of any cost incurred and will be subject to disciplinary action.

The identification of unauthorised purchases at an early stage is important and careful scrutiny is required by all designated officers involved in the purchasing and invoicing process to ensure that unauthorised purchases are detected and halted before payments to suppliers are made.

### **3.4 Personal Purchases**

No personal purchases shall be made in the name of the University and institutional resources shall not be used in any way for the purpose of making personal purchases, except that educational equipment and materials may be purchased by the University for re-sale to students.

## 4. PURCHASING PROCEDURES

### 4.1 Authorisation of the Requisition

In cases where a written requisition is raised in order to generate an official purchase order, the requisition must be approved by a member of staff to whom the responsibility for authorisation has been delegated.

It is the duty of each department or section to ensure that all personnel within the unit are aware who can initiate a purchasing requisition. It is important that the initiator involves the relevant purchasing personnel at an early stage in this process to ensure optimum value for money in terms of price, quality and specification in addition to optimum service in terms of delivery. Every attempt must also be made to effect standardisation where practical.

To enable an up to date commitment record to be maintained, orders placed must show a valid expenditure code as to the account chargeable together with a firm cost against each code.

Wherever possible, due care will be taken in the specification of requirements so that consideration is given to environmental issues in terms of materials used, power consumption, optimum space utilisation, at acceptable costs in the long and short term.

### 4.2 Order Processing

#### Control of Purchase Requisitions

It is the responsibility of each authorising officer to ensure that:

- Requisitions do not contain policy violations, prohibited items or improper authorisations which contravene Financial Regulations in any manner. Such requisitions, if located, should be returned to the originator without action.
- The status of each requisition is easily identifiable up to the point of the purchase order being despatched.
- The requisitions are processed in as speedy and efficient manner as possible with due regard given to urgent requirements.

#### Supplier Selection

It is the responsibility of each authorising officer to ensure that orders are placed primarily in line with the University's purchasing guidelines. Purchases to be made for goods or services will be subject to formal sourcing exercises according to Standing Orders Relating to Contract. The Purchasing Guidelines are available to view on the University's website within the procurement section of financial services

### 4.3 Sourcing

Sourcing is defined as the identification of appropriate suppliers and the comparison of their products, plus other commercial considerations, to achieve the optimum value for money.

#### Sourcing Circumstances

In addition to the requirement to source contained in Section 3 of the Standing orders relating to contracts, contained within University Financial Regulations, authorising officers assisted by the Procurement Team must ensure that regularly used items of total annual purchase value (inclusive of VAT) of more than £2000 are the subject of a sourcing exercise at least once per annum. Any such exercise must involve the use of at least three suppliers.

#### Information for Sourcing

There are various methods of obtaining information on suppliers to contact in sourcing exercises. Some are listed below:

- University's Purchasing Guidelines
- Purchasing Trade Directories (e.g. Kelly's),
- Trade Journals
- Crown commercial Services
- Embassy Libraries (for foreign sourcing)
- Advice from Procurement Team

#### The Sourcing Exercise

There are two methods of sourcing: by quotation and tender.

##### Quotation

For goods and services between the value of £2000 - £25,000

Sourcing of new items will involve a request for quotation from at least three suppliers as should exercises sourcing on-going requirements. **A quotation may be defined as an offer, whether written or via the Pro contract on-line Tendering Portal**

Care should be taken in drawing up the request for quotation document with respect to:

- Specification and general requirements
- Usage figures
- Quality standards
- Terms and Conditions
- Special delivery requirements
- Advice may be sought at all times from the University's Procurement Team

##### Tender

For goods and services over the value of £25,000.

**A tender may be defined as a written offer completed by suppliers through the University's Delta E-Sourcing on-line tendering portal in all cases of formal tender, the advice and assistance of the Procurement Team should be sought.**

#### 4.4 Competitive Quotations and Tenders

- (a) A minimum of three competitive quotations shall be obtained in writing where:
- The value of any individual item is £2,000 (excluding VAT) or more.
  - The value of the sum of constituent parts, making up an entity for operational purposes is £2,000 (excluding VAT) or more.
- (b) Where quotations have been sought it is essential that documentation is retained to provide evidence that due weight has been given to considerations of economy, efficiency and effectiveness for all purchases for auditing purposes.
- (c) When a purchase order is placed as a result of a competitive quotation, it shall be referenced to the relevant quotation.
- (d) Care should be taken to ensure that current Public Procurement Regulations are not contravened in the placement of any purchase order. Further details may be found in Section 7, "European Union Procurement Regulations".
- (e) Wherever possible, all purchase orders prior to dispatch to suppliers should bear the correct price. It is permissible that orders placed requesting service or repair of equipment will not bear an exact price since the exact cost of the transaction will not be known. In this circumstance best estimates should always be used.
- (f) Standing (or "call off" or "bulk") orders are those orders placed by the University for the supply of either goods or services which it is envisaged will be required at intervals over a period of one year or more and/or where the University is required to agree to and sign a formal contract prepared by the supplier.
- (g) Contract orders should be the subject of a sourcing exercise involving at least three suppliers and also advertising the requirement on the University's website and also in Contract Finder both before initial placement and before any renewal date. All contracts should be routed through the University's Procurement Team for checking before signing by The Head of Procurement.
- (h) Where there is no alternative supplier or for other acceptable reasons, competition has not been sought, A single tender waiver must be completed and forwarded to the Head of Procurement for authorisation

#### 4.5 Single Sourcing

Single sourcing occurs where there is only one supplier which is capable of supplying against a particular requirement. This is a situation which is to be avoided if at all possible. In some cases, particular attention to the broadening of specifications or the adoption of new specifications will result in more suppliers being able to satisfy a requirement. Where use of a single source is inevitable, care should be taken to ensure the best value for money is being achieved by checking the supplier's price list and terms and conditions. Special negotiations should be conducted with the supplier and the Procurement Team Approval for Single Tender Action shall be at the discretion of the Vice Chancellor.

#### **4.6 Offer Evaluation**

The evaluation of offers should as a minimum take into account price, quality, delivery, all relevant costs relating to installation, operation, service, performance, disposal, compliance with specification and adherence to terms and conditions supplied. Advice and assistance is available from the Procurement Team.

#### **4.7 Formal and European Union Tender**

Evaluation of formal and European Union tender documentation should only be accomplished with the full support and advice of a member of the Procurement Team as this process is more likely to involve the imposition and negotiation of special terms, legal aspects and formal financial evaluation of suppliers.

#### **4.8 Terms and Conditions of Contract**

Current terms and conditions for the supply of goods, services and other specialist services are available from the Procurement Team and may be viewed on the Procurement page of the University web site.

#### **4.9 Retention of Documentation**

For legal and audit purposes, quotations/tenders, orders, order records and invoices must be retained for SIX years. Order records should be sufficient to justify the action taken in each case. Historical information accurately collected is needed to assist policy decisions relating to the purchasing activity in both departments and the University Procurement function.

#### **4.10 Other Order Processing Considerations**

##### **Standardisation**

It is the duty of the University's Procurement Team to effect standardisation of products which will produce benefits in negotiating the most competitive terms, achieve value for money and simplify arrangements for repairs/services. Fragmentation of ordering amongst a wide range of suppliers for similar goods/services reduces the scope for competitive negotiations and improving quality.

##### **Health and Safety Requirements**

Requisitioners should ensure that the requirements of the Health and Safety at Work Act 1974, any regulations issued by the Health and Safety Executive and any decisions based upon these regulations agreed by the University Health and Safety Committee are fully complied with. Where necessary,

advice should be sought from the University Health, Safety and Environment Officer.

### **Equipment, Maintenance and Repair**

University-wide contracts for commonly used equipment should be used wherever possible.

In-house service and repair facilities should be developed where cost and/or other savings can be demonstrated.

### **Fair Competition**

To facilitate achievement of the University Purchasing Objectives stated in Section 1 of the policy documents, fair competition shall be used and encouraged at all times. Reference should be made to Section 6 "Code of Ethics".

### **Data processing**

Any supplier who undertakes information processing on behalf of the university must possess Cyber Essentials, ISO 27001 or similar approved certification where the university has this requirement for the data that is being processed.

## **4.11. Order Placement**

All order placement will be carried out strictly in line with the procedures detailed in Financial Regulations. These regulations also cover the procedure for the pre-payment system and cash payment systems. Official purchase orders shall be issued for all goods and services except where there is a continuing liability as in the case of rents, rates and public utility supplies or for small cash purchases properly paid for out of petty cash accounts.

In addition, where the purchase is for goods or services of a low value not exceeding the relevant transaction limit, it is expected that use will be made of Purchasing Cards, a corporate 'Visa' card. Regulations covering the issue and use of Purchasing Cards are attached at Appendix 1 and are provided as a hard copy when training is provided in the correct use of Visa Purchasing cards.

### **4.11.1 Terms & Conditions**

All purchase orders must refer to the University Terms and Conditions of Contract. Purchase orders shall be made on official order forms approved by the Finance Director. No other form of order shall be recognised by the University.

### **4.11.2 Signing**

All purchase orders shall be electronically signed by the Procurement Team and must carry an order date. Any associated contracts shall be signed by the Head of Procurement

### **4.11.3 Order Distribution**

All purchase orders must be mailed to suppliers, except where an internal source is to be used which necessitates the raising of a purchase order instead of an

Internal Purchase Requisition. Single part computer orders are raised and sent to the supplier. No other copies are retained, information being held electronically.

#### **4.11.4 Return of Purchase Order**

Official orders will be sent direct to suppliers by a member of the Procurement Team or where applicable the user department except where:

- a) Payment in advance is required (in whole or in part)
- b) The contracts are for the servicing of plant and equipment
- c) The contracts are for hire of equipment
- d) The items require the prior approval of the Vice-Chancellor
- e) The goods are in any categories which the Vice-Chancellor may specify.

#### **4.11.5 Confirmation of Orders**

It is permissible to cover urgent requirements by the advice of a purchase order number by fax or telephone. This purchase order must be sent bearing the legend "confirmation order only" giving details of the date of order placement and the name of the contact to whom the number was advised. It is important that any Purchase Orders so raised are authorised and sent to suppliers within two working days of the original request.

#### **4.11.6 Cash Purchases**

Where a decision is taken to purchase from suppliers who require payment by cash or cheque at the time goods or services are ordered the following procedures will be followed:

- a) An official order will be prepared in the manner described elsewhere in these regulations.
- b) The Finance Director will arrange for cash or a cheque to be made available. Receipts will be required by the Finance Director in respect of purchases made under this procedure and any unspent balance of cash advanced for this purpose will be paid to the University Cashier's Office.
- c) The spending department or section will ensure that all goods so purchased are properly recorded as having been received.

An official order may not be necessary for small purchases not exceeding £50 for each transaction but receipts must be produced in support of any claim for reimbursement. Such claims will be authorised individually by the person in the department or section to whom authority has been given to place orders. Cash purchases should only be considered in exceptional circumstances.

#### **4.11.7 Prepayment**

The policy of the University is to discourage any prepayment to suppliers prior to receipt and verification of goods. Should this not be possible, formal checks must be carried out by the Deputy Finance Director on the credit status of the supplier at the requesting department's expense. Approval of the transaction will only be given when the status report is satisfactory.

#### **4.11.8 Orders for Goods and Services**

The University will refuse to pay invoices in respect of commitments for which no official purchase order has been placed.

The use of covering orders (that is orders made out to cover invoices when they are submitted to the University) is not permitted: orders are only to be raised in advance of goods or services being requested.

Orders shall indicate clearly the nature and quantity of the goods or services required and any contract or agreed prices relating thereto. Note should be taken of the requirements for pricing orders contained in Section 8.4 of the Financial Regulations.

At all times the most advantageous price shall be obtained in relation to the quality of the goods or services required.

Official orders, University note paper or any other document purporting to come from the University shall NOT be used to obtain goods or services that are not chargeable in University accounts.

Changes and amendments to purchase orders after dispatch are permissible. The changes to the purchase order must be carried out by the authorised officer only. A record should be kept of the formal advice to the supplier.

Cancellations to orders must be effected in the following manner:-

- a) Written advice should be sent to the supplier with a copy of this and any confirmation of acceptance from the supplier kept as a record.
- b) A member of the Procurement Team must be advised in writing immediately.
- c) Departmental request forms should be crossed and marked as cancelled signed by the authorised officer with the date of cancellation. This copy should also be retained with the documentation for audit purposes.

#### **4.11.9 Service Rental and Maintenance Agreements**

All service, rental and maintenance agreements for equipment shall be submitted to the Procurement Team. Having confirmed that all terms and conditions are acceptable, the Head of Procurement will sign the agreement on behalf of the University. Each agreement shall be accompanied by an official purchase order when the agreements have been signed, they will be returned to the department or section concerned.

#### **4.11.10 Traders, Credit Cards or Identity Cards**

The prior approval of the Finance Director is required before any Traders, Credit Cards or Identity Cards registered in the name of the University are obtained.

#### **4.11.12 Contract Administration**

All requisitioning officers are expected to ensure that they understand a supplier's conditions of contract. Deviations from the University's terms and conditions should not be accepted without the approval from the Procurement Team.

In the event of any legal, contract or general supply dispute arising, or appearing likely to arise, the advice of the University's Procurement Team should be sought at the earliest opportunity. At all times, a careful record must be kept of communications with suppliers, particularly those by telephone.

Where an order is placed with a supplier which is likely to take some months to fulfil, it is advisable to institute formal and regular checks on the progress of the supplier to completion of the order. All correspondence should be retained particularly if financial penalties have been agreed for late delivery.

Consideration must be given to the need to protect the University's patent and data rights. It is advisable that where this is applicable, formal representation should be made to the University Secretary prior to any order placement.

Any change in contract terms required by the University or a supplier after order placement should be referred to the Procurement Team.

## **4.12 Follow Up and Delivery**

### **4.12.1 Expediting of Purchase Orders**

It is the responsibility of each requisitioning officer to provide a full expediting service on all orders placed.

### **4.12.2 Authorisation of Invoices**

It is not permissible under any circumstances for the staff member requisitioning and authorising purchase orders to also authorise the invoice. The duties must be clearly separated with the personnel responsible for each task nominated in writing to the Finance Director. Any change in personnel responsible for these functions must also be advised in writing to the Finance Director. The treatment of invoices from suppliers is the subject of separate regulations.

### **4.12.3 Regulation of Delivered Goods**

All goods must be inspected on receipt. Delivery notes must be retained and signed and dated as evidence of checking the physical goods.

When goods are being rejected, particular notice should be taken of time limits for advice to suppliers of rejection. This should be completed in a formal manner initially by telephone but always confirmed in writing.

Rejected goods should always be placed in an area where there is no possibility of usage or loss. Suppliers of rejected goods should always collect and re-supply at their own cost.

Any dispute arising from a supplier's attempts to charge in such a case should be referred to the University Purchasing Officer.

### **4.12.4 Supplier Delivery Performance**

Records of a supplier's poor delivery performance should be kept since this should be part of the supplier selection process as poor delivery performance will be adding significantly to the cost of acquisition of goods. The Purchasing Officer should be made aware of continued poor performance by suppliers.

#### **4.13 Employees as Suppliers**

Purchases by the University from employees who are conducting formal business outside the University or from suppliers which are owned by an employee or a close relative of an employee, or in which an employee or close relative holds significant interest must be strictly controlled.

All prospective purchases where any of these circumstances apply must be referred to the Finance Director for approval.

#### **4.14 Update of Procedures**

All purchasing procedures will be reviewed and updated if necessary on an annual basis. The development of the University Purchasing function along the lines denoted in the Purchasing Strategy document will entail the update and addition of new procedures particularly relating to the monitoring of performance. To this end input from all sections of the University to the purchasing procedures is encouraged and should be made to the Head of Procurement.

## 5. AUTHORITY TO PURCHASE

- a) Authority to purchase is delegated by the Vice-Chancellor to Pro Vice Chancellors and Directors in line with their responsibilities under the University's devolved budget arrangements. This applies to all funds for which the Vice-Chancellor is responsible, however these funds are generated. Authority to place orders may be further delegated by Pro Vice Chancellors and Directors to other responsible staff named by the Pro Vice Chancellor or Director. Delegation is granted subject to any limitation the Vice-Chancellor may wish to apply. Details of officers to whom delegated responsibility is being given should be addressed to the Finance Director giving specimen signatures of each nominee.
- b) Authority to place Purchase Orders is limited to the Procurement Team or other officer in the Financial Services section nominated by the Finance Director.
- c) The authority to purchase is further limited.
- d) In the event of a sole supplier for goods or services, orders of £25,000 or more (excluding VAT) must have the approval prior to placement from the Vice Chancellor in the form of a single tender waiver.
- e) All contract, lease, licence, rental and other agreements can be signed only by the Head of Procurement.
- f) Any agreement raised following signature of such a document by any other person shall be deemed to be invalid by the University.

## **6. SPECIAL PROCUREMENT POLICIES**

### **6.1 Nationally Negotiated Contracts**

Staffordshire University requires that wherever practical all nominated University Purchasing personnel adhere rigidly to any purchasing contracts negotiated.

### **6.2 North Western Universities Purchasing Consortium Contracts**

The University requires that all nominated University purchasing personnel give complete backing to any contracts organised by the North Western Universities Purchasing Consortium (N.W.U.P.C)

All nominated purchasing personnel should wherever possible place orders through tendered contracted suppliers. Failure of nominated suppliers to provide value for money or the existence of a non-approved supplier providing better value for money, must be referred to the Procurement Team.

### **6.3 University Purchasing Contracts**

There are a number of purchasing contracts organised by the Procurement Team which must be used to the exclusion of other suppliers. Details of these contracts can be obtained from any member of the Procurement Team.

It is not permissible for orders to be placed with any suppliers other than those nominated by the Procurement Team. Details of the contracts and suppliers to be used can be obtained by contacting a member of the Procurement Team.

Notification of any suppliers offering better value for money than the University nominated suppliers should be notified to the Procurement Team prior to order placement.

### **6.4 European Community Contracts**

All purchase orders for commodities covered by contracts resulting from compliance with European Union Purchasing Directives can only be placed with nominated suppliers. No exceptions to this limitation will be allowed under any circumstances. Further details may be found in Section 7, "European Union Procurement Regulations".

### **6.5 Building Contracts**

All building contracts of all values incorporating new build and restoration or alteration to existing buildings will be processed through the University Director of Estates, supported by a member of the Procurement Team.

## **7. DUTIES AND RESPONSIBILITIES OF UNIVERSITY PROCUREMENT TEAM**

### **7.1 Responsibilities**

The University Procurement Team must at all times comply with all aspects of the University's Purchasing Policy, Procedures and Regulations.

Responsibility is delegated to the University's Head of Procurement to ensure compliance with the University's Purchasing Policy, Procedures and Regulations.

The University's Head of Procurement and nominated Purchasing staff must be appropriately trained or qualified in order to carry out the function. This will normally entail:

- Corporate or student membership of the Chartered Institute of Purchasing and Supply. (CIPS)
- Attendance on relevant Purchasing training courses, for example NVQ accreditation.

The Procurement Team is responsible for the provision of a Purchasing Service incorporating all aspects of the procurement cycle and the Financial Regulations relating to Purchasing Procedures.

### **7.2 Duties**

Nominated purchasing staff will be functionally responsible for and report on all purchasing matters to the Finance Director.

The Head of Procurement will be responsible for provision of a Buyer's Guide covering all matters associated with Purchasing for the University.

The Procurement Team will be responsible for the provision of a full Purchasing Service to all sections of the University for the Commodities for which they are responsible. This will include purchasing advice, sourcing, and order placement.

The Procurement Team will be responsible for the receipt from, and provision of relevant information to, the North Western Universities Purchasing Consortium when required and will also be responsible for the receipt and circulation of purchasing information to interested parties within the University

## 8. CODE OF ETHICS

The ethical code is based on that adopted by the Chartered Institute of Purchasing and Supply, a summary of which is set out below. For further clarification please contact the Procurement Team.

### Principles

Staff shall never use their authority or office for personal gain and shall seek to uphold and enhance the standing of the University by:

- maintaining an unimpeachable standard of integrity in all their business relationship both inside and outside the University:
- fostering the highest possible standards of professional competence amongst those for whom they are responsible:
- optimising the use of resources for which they are responsible to provide the maximum benefit to the University and their department:
- complying both with the letter and the spirit of: the Laws of England such guidance on professional practice as may be issued by the University from time to time: contractual obligations
- rejecting any business practice which might reasonably be deemed improper.

### Guidance

In applying these principles, staff should follow the guidance set out below:

- *Declaration of interest* - Any personal interest which may impinge or might reasonably be deemed by others to impinge on a staff member's impartiality in any matter relevant to his or her duties should be declared.
- Personal interest includes that of immediate family and friends.
- *Confidentiality and Accuracy of Information* – The confidentiality of information received in the course of duty should be respected and should never be used for personal gain: information given in the course of duty should be true and fair and never designed to mislead.
- *Competition* - While bearing in mind the advantages to the University of maintaining a continuing relationship with a supplier, any arrangement which might, in the long term, prevent the effective operation of fair competition, should be avoided.
- *Business Gifts* - Business gifts, other than items of very small intrinsic value such as business dairies and calendars, should not be accepted.

Items of a personal nature as for house or private use should always be declined.

- *Hospitality* - Modest hospitality is an accepted courtesy of a business relationship. However, the recipient should not allow him or herself to reach a position whereby he or she might be or might be deemed by others to have been influenced in making a business decision as a consequence of accepting such hospitality; the frequency and scale of hospitality accepted should not be significantly greater than the University would be likely to provide in return.

When it is not easy to decide between what is and what is not acceptable in terms of gifts or hospitality, the offer should be declined or advice sought from the staff member's superior.

The official version of the Ethics code of the Chartered Institute of Purchasing and Supply is available by contacting the Procurement Team

## 9. EUROPEAN UNION PROCUREMENT REGULATIONS

### 9.1 Background

The E.U. Procurement Directives are intended to promote intra-community trade by requiring public and semi-public bodies (called contracting authorities) to follow defined procedures when letting large contracts. Each member country has transposed the directives into domestic law. In the U.K. this has resulted in Statutory Instruments covering public supply contracts and public works contracts, both enacted with effect from 31 December 1991, and further enactment covering public services contracts which came into force from 1 July 1993. Other legislation applicable to the utilities sector (as contracting authorities) does not concern Universities. Under the supply, works and services regulations, the definition of a contracting authority includes Universities. A breach of the regulations is actionable by a supplier or potential supplier. The court may stop a contract before it is awarded (but not after), and has the power to award damages.

### 9.2 Legislation

The supplies regulations apply to most "goods" including substances, grow crops, ships, aircraft and vehicles.

The works regulations apply to construction (including design) of work or works (generally building or civil works) undertaken by a contract authority. The services regulations apply to contracts for services such as transport, banking, insurance, purchase of research and development, accounting, auditing, book-keeping, management consultancy, architects, engineers, surveyors, publishing and printing, sewerage, refuse disposal and sanitation.

(This list is not exhaustive.)

The regulations apply to written contracts for all forms of procurement, goods or services with a total value exceeding a threshold value. (The thresholds set at the 1 Jan 18 is £181,302 for the supply of goods and services and £4,551,413 for works).

Perpetual contracts are calculated at 48 times their monthly value for threshold purposes. It is not permissible to split up a contract for the purpose of avoiding the application of the regulations. These value thresholds are amended every two years by the European Union.

Proposed contracts that are procured through a full EU process must be advertised in the Official Journal of the E.U and in Contract Finder. There are several procedures available the two main being.

#### **Open Procedure**

Any supplier may apply for a copy of the contract documentation and may submit a tender which must be considered by the contracting authority. Not later than 30 days must be allowed for receipt of tenders, though emergency procedures exist under strictly defined circumstances if issued electronically

### **Restricted Procedure**

In certain circumstances, contracting authorities may invite applications to be placed on a restricted tender list. Suppliers have not less than 30 days to submit this application. The contracting authority may then select the suppliers to whom tender documents will be issued. A further 25 days must be allowed for the submission of tenders, if issued electronically

### **9.3 Contract Award**

All selection procedures must be consistent with stated criteria and must not discriminate on grounds of nationality. Specifications must be based on European standards whenever possible and must not quote brand name or "make". Descriptions must not be such as to define a product to the exclusion of any competing products.

Contracts may be awarded on the basis either of lowest price or "the most economically advantageous to the contracting authority".

A contract award notice must be placed in the Official Journal no later than 48 days after the award. The notice must include information concerning the company to whom the contract was awarded and the contract value.

### **9.4 Statistical Returns**

The Treasury are required by the directives to collect statistics on all public procurement affected by the legislation. Universities are required to supply this information via HEFCE in alternate years.

The University's Procurement Team is responsible for ensuring that the University complies with its legal obligations concerning European procurement legislation. All departments and sections of the University are required to co-operate fully by notifying the Procurement Team of any purchases likely to exceed the appropriate threshold under the supplier or services directives only. All purchases under the Works Directives must be made through the Director of Estates jointly with a member from the Procurement Team.

## 10 STANDING ORDERS RELATING TO CONTRACTS

### 10.1 Introduction

Every contract made by, or on behalf of, the University shall comply with the Standing Orders and Financial Regulations of the University.

### 10.2 Definitions

The following terms have the meanings given below.

- 10.2.1 A "quotation" means an offer in writing to execute works or supply goods or materials or services.
- 10.2.2 A "tender" means a written offer to execute works or supply goods or materials or services.
- 10.2.3 A "contract" means an accepted offer in writing or the execution of works or the supply of goods or materials or services but shall exclude contracts of employment and contracts for the sale or purchase of any interest in land.
- 10.2.4 A "Sub-contract" means any contract to which the University is not a party but in respect of which a sub-contractor or supplier is specified by the University to the contractor.
- 10.2.5 "Supply" includes the provision of goods or materials by way of sale or lease or hire to the University.
- 10.2.6 "Estimated Value" means:-
- a) In the case of contracts for the provision of goods or materials by way of lease or hire to the University, the total capitalised value of the contract in question or of the series of contracts of which it forms a part.
  - b) In any other case, the total amount which the Pro Vice Chancellor or Director reasonably expects the contract or sub-contract in question or any series of contracts of sub-contracts of which it forms part will be worth provided that no account shall be taken in either case of any trade-in transaction.
- 10.2.7 Where an amount is specified, that amount shall be deemed to be exclusive of Value Added Tax.
- 10.2.8 The "Board of Governors" shall include, unless specifically provided otherwise, those committees, members of staff of the University to whom the power of making the contract in question shall have been delegated.

- 10.2.9 The "Chairman" means the Chairman or in his absence the Deputy-Chairman of the Board of Governors or any committee of the Board of Governors to which the power of making the contract in question shall have been delegated.
- 10.2.10 A "Dean or Director" means the officer in charge of a School or Service of the University and shall include other appropriate officers as may from time to time be designated as officers to whom the definition shall apply.

### 10.3 Requirements to Obtain Tenders

- 10.3.1 Where the estimated value of any contract for the supply or sale of goods or materials does not exceed £2,000 the Dean or Director shall have discretion to decide whether or not to invite quotations.
- 10.3.2 Where the estimated value of any contract for the supply or sale of goods or services exceeds £2,000 but does not exceed £25,000 the Dean or Director shall invite quotations from a minimum of 3 suppliers unless in any particular case, the Head of Procurement approves in writing that the invitation of quotations be waived by the means of a Single Tender Waiver.
- 10.3.3 Where the estimated value of any contract for the supply or sale of goods & services or works exceeds £25,000 but does not exceed £181,302 (goods & services) or £4,551,413 (works), a formal tender process should be carried out by the Procurement Team and the requirement should be publically advertised on the University's website and also on Contracts Finder
- 10.3.4 No contract or sub-contract for the execution of works or for the provision of services or for the supply or sale of goods or materials where the estimated value exceeds £500,000 shall be made or entered into unless public tenders have been obtained in accordance with the procedures in Section 4 of the Standing Orders Relating to Contracts.
- 10.3.5 The Vice-Chancellor shall have the discretion to waive the requirement for tenders for the supply or sale of goods or materials or the provision of services where the estimated value exceeds £25,000 but does not exceed £250,000. The Vice-Chancellor and either the Chairman or Deputy Chairman of the Board of Governors shall have the discretion to waive the requirement for tenders for the supply or sale of goods or materials or the provision of services the estimated value of which exceeds £250,000 but does not exceed £500,000. This discretion may only be exercised where the requirements of Public Procurement Regulations in force at the time have been satisfied.
- 10.3.6 The Employment and Finance Committee of the Board of Governors shall have the discretion to waive the requirement for public tenders for the

provision of goods and services the estimated value of which exceeds £500,000. This discretion shall only be exercised where the supplier is the sole supplier of these goods or services or where the supplier is the only supplier able to provide compatible goods or services.

**This discretion may only be exercised where the requirements of the Public Procurement Regulations in force at the time have been satisfied**

#### 10.4 Procedures for Obtaining Tenders

- 10.4.1 All invitations to tender on a competitive basis shall state that no tender will be accepted unless submitted the electronic Delta E-Sourcing Tendering Portal.
- 10.4.2 Notice inviting persons to tender or to apply for permission to tender shall be advertised on the University's website and also on Contracts Finder.
- 10.4.3 Where, under Section 3.2 of these procedures quotations are to be obtained for a proposed contract for the supply or sale of goods or services or for the execution of any works or services, the estimated value of which does not exceed £25,000 then such quotations need not be invited by public notice but in that event, no less than three quotations shall, under normal circumstances, be received in writing in each case.
- 10.4.4 The requirement to seek public notice for tenders shall be dictated, where appropriate, by the stipulations of the Public Procurement Regulations for the supply of building works and the supply of goods and services that are in force at the time. **This requirement cannot be waived.**
- 10.4.5 The University shall maintain lists of approved firms from whom tenders and quotations may be invited and shall keep these under frequent review.
- 10.4.6 Every invitation to tender or to apply for permission to tender shall state the nature and, where appropriate, the purpose of the contract or sub-contract, the place at which tenders or applications shall be submitted and the date and time before which tenders or applications for permissions to tender shall be submitted and also the period of time the contract will run for.
- 10.4.7 Every invitation to tender shall:-
- (a) Indicate that the University does not bind itself to accept or nominate the lowest tender where payment is to be made to the University, and
  - (b) Give notice of all the requirements of Sections 4 and 8 of these standing orders and any relevant specification, and

- (c) Give notice of the form of any formal contract or sub-contract document which the contractor will be required to sign or execute.

### **10.5 Submission, Receipt, Custody and Opening of Tenders**

- (a) No tender will be considered unless delivered via the online [Delta E-Sourcing](#) tendering portal
- (b) The University's Procurement Team will retain custody of the unopened on-line tenders until the time appointed for its opening.
- (c) No tender received after the time and date by which it is to be received or which contravenes any provision of this section shall be opened except with the authority of the Head of Procurement in consultation with the Finance Director.
- (d) Where, in their view, circumstances so warrant, the Head of Procurement in consultation with the Finance Director may postpone for such period as they may consider reasonable the time and date by which the tenders concerned shall be received.

### **10.6 Acceptance of Tenders**

When tenders have been received under the procedures required by the Standing Orders, the Vice-Chancellor may either:-

- (a) Accept the lowest tender when payment is to be made by the University or the highest tender when payment is to be made to the University, or
- (b) If he/she is satisfied that to do so is in the best interests of the University, authorises the appropriate member of staff of the University to negotiate with any tenderer prior to a final decision, or
- (c) If he/she is satisfied that to do so is in the best interests of the University, authorise the acceptance of a tender other than the lowest when payment is to be made by the University or other than the highest tender when payment is to be made to the University.

### **10.7 Contract Documents**

10.7.1 Every contract shall be evidenced by a written acceptance of a written offer and if, because of urgency or emergency any offer is made or accepted orally, such offer or acceptance shall be put in writing within two working days thereafter.

#### 10.7.2 Every contract shall:-

- (a) Specify the work of services to be undertaken and/or the goods to be purchased or sold as the case may be; and
- (b) State the price to be paid by or to the University with a statement of discounts or other deductions; and
- (c) State the time or times in which the contract is to be performed or the duration of the contract; and
- (d) Be based, wherever practicable, upon a definite specification which shall be included in the contract.

### 10.8. General Conditions of Contract

- 10.8.1 The general conditions set out in paragraphs 2 to 7 shall apply to every contract or sub-contract made by or on behalf of the University unless the paragraph in question otherwise provides.
- 10.8.2 The contractor shall not without the previous consent in writing of the University Secretary transfer, assign or sub-let either directly or indirectly the contract or any part or parts thereof.
- 10.8.3 Every contract in relation to which a specification or code of practice issued by the British Standards Institution is applicable shall require as a minimum that goods and materials used in its execution and all the workmanship shall be in accordance with that specification or code of practice.
- 10.8.4 The University may cancel the contract and recover from the contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given or agreed to give to any officer of the University any gift or consideration of any kind as an inducement or reward for placing the contract with the contractor.
- 10.8.5 Every contractor shall provide to the satisfaction of the University Secretary such indemnities and such insurances as the University Secretary may require.
- 10.8.6 All obligations and responsibilities placed upon the contractor in relation to the execution of works or services or the supply of goods or materials concerned either directly or indirectly or by reason of the Health and Safety at Work Act, 1984 or any other enactment relating to the contract in question and any regulations, orders, directions, rules or the like made under that Act or other enactment shall be observed and performed by the contractor.

10.8.7 Proper books, vouchers, accounts and records relating to any contract valued over £100,000 shall be maintained by every contractor at his place of business and shall be available for inspection by any member of staff authorised by the Vice-Chancellor at all reasonable times during the contract and for three years after making the final payment by or the University thereunder.

10.8.8 No increase in the amount payable by the University or decrease in the amount receivable by the University unless approved by the Vice-Chancellor will be permitted except as specifically provided for in the contract in question

## 11. SECURITY OF ASSETS, STOCKS AND STORES

Each Dean or Director shall be responsible for arranging proper security for all buildings, stocks, stores, furniture, equipment and money under his/her control. He/she shall be responsible for keeping proper records and for the custody of stocks and stores in his/her department. The store's accounts and records, including the record of write-offs and other adjustments, shall be kept by the Dean or Director in such form as may be approved by the Finance Director from time to time.

A delivery note signed by the person receiving the goods must be obtained in all appropriate circumstances in respect of deliveries of goods, and all practicable steps must be taken to ensure that such delivery note is handed in at the time of delivery. All goods must be checked for quantity at the time delivery is made and inspected for quality and compliance with the specification as soon as practicable after delivery.

Inventories shall be maintained by all departments in which shall be recorded an adequate description of furniture, fittings and equipment and plant and machinery.

The University's property shall not be removed otherwise than in accordance with the ordinary course of the University's business or used otherwise than for the University's purposes except in accordance with specific instructions issued by the appropriate Dean or Director.

Annually at 31 July in each year, or as near to that as is practicable, or at such other date as may be agreed by the Finance Director, a complete stock-taking of all stores shall be carried out by a responsible member of staff deputised by each Dean or Director. Annual stock-taking may be waived in the case of Faculties/Services where the Finance Director is satisfied that a satisfactory system of continuous stock-taking is in operation.

A representative of the Finance Director may be present at any stock-taking for the purposes of making any checks.

The Finance Director, or his/her representative, shall have access to all inventories and any relevant documents.

No property disposed of shall be sold or otherwise disposed of without complying with any relevant provisions of the University's Standing Orders Relating to Contracts.

## 12 SURPLUS EQUIPMENT / FURNITURE DISPOSAL

### 12.1 Stocks & Stores

Each Dean or Director shall be responsible for keeping proper records and for the custody of stocks and stores in his/her department. The store's accounts and records, including the record of write-offs and other adjustments, shall be kept by the Dean or Director in such form as may be approved by the Finance Director from time to time.

No property shall be disposed of except on the authority of:-

- a) the holder of a senior post on the recommendation of the appropriate Dean or Director, if the higher of the book value or the current value on the open market of each item, is not estimated to exceed £500
- b) The Vice Chancellor, if the higher of the book value or the current value on the open market of each item is estimated to exceed £500, but is not estimated to exceed £5,000
- c) The Board of Governors, if the higher of the book value or the current value on the open market of each item is estimated to exceed £5,000

### 12.2 Disposal of Surplus Equipment

In order to safeguard the University's interests and to comply with legislation on Health and Safety, it shall be the responsibility of each Dean or Director to ensure that any person or company removing surplus equipment has complied with Staffordshire University's Conditions of Contract for the Sale of Goods & Services and accepted full responsibility for ownership of the equipment and by completing the appropriate disposal write off transfer form. Further information is available from the University Accounting Technician.

#### **Definition of "Surplus"**

In these regulation, the terms "surplus" includes any item of equipment or furniture which is either obsolete, unusable, non-functional or scrap, or for any other reason is surplus to present requirements and there is no economic justification for its retention. The decision to classify an item as surplus in this context shall be the responsibility of the persons designated in Purchasing Policy Section 3.1 who may seek such advice as they consider necessary.

## APPENDIX 1 – Purchasing Card Procedures

### Table of Contents

<a href="#">1. Overview</a>	32
<a href="#">2. Procedures and Regulations</a>	32
<a href="#">2.1 Requesting a Purchasing Card</a>	32
<a href="#">2.2 Card Transaction Limits and Limitations</a>	33
<a href="#">2.3 Ordering of Goods by Card</a>	34
<a href="#">2.4 Receiving of Goods</a>	34
<a href="#">2.5 Payment of Goods/Services ordered by Purchasing Card</a>	34
<a href="#">2.6 Disputes and Queries</a>	35
<a href="#">2.7 Security</a>	36
<a href="#">2.8 Best Practice Purchasing over the Internet</a>	36
<a href="#">2.8.1 Take care of your card details online</a>	37
<a href="#">2.8.2 Get to know a company before you buy</a>	37
<a href="#">2.8.3 Be aware of private sellers</a>	37
<a href="#">2.8.4 Keep your passwords secret</a>	37
<a href="#">2.8.5 Read the delivery and returns policy before you buy</a>	37
<a href="#">2.8.6 Check for a secure connection</a>	37
<a href="#">2.8.7 Save a record of your transactions</a>	38
<a href="#">2.8.8 Inspect your goods carefully</a>	38
<a href="#">2.8.9 Check your statement</a>	38
<a href="#">2.9 Useful Contacts</a>	39
<a href="#">APPENDIX A Flow Charts</a>	40
<a href="#">A.1 Purchasing Goods via Purchasing Card</a>	40
<a href="#">A.2 Problems with Supply of Goods</a>	41
<a href="#">A.3 Dealing with the Purchasing Card Statement – Responsibility of the Cardholder</a>	42
<a href="#">A.4 Dealing with the Purchasing Card Transaction Log</a>	44
<a href="#">A.5 Checking of the VAT Invoice</a>	45
<a href="#">APPENDIX B Quick Reference Guide for Internet Transactions</a>	47
<a href="#">APPENDIX C Purchasing Card User Agreement</a>	48

## 1. Overview

Welcome to the Staffordshire University Purchasing Card user manual. Our Purchasing Card is a Visa-based credit card system, used to obtain low-value goods and services. Many low value purchases currently obtained using purchase orders or petty cash, may be more efficiently procured using a Purchasing Card.

The Purchasing Card looks like any normal credit card but embossed on the card will be: -

- the University's name
- the cardholder's name
- the expiry date
- the card number
- 3-digit security number is on the reverse of the card

When the approval to issue a Purchasing Card is granted Financial Services will retain the card and PIN number and the cardholder will be advised of the card number, expiry date and 3-digit security code.

On those occasions when the cards are required for 'point of sale' (POS) transaction, they will need to be collected from and returned to Financial Services. PIN numbers are now required for all POS transactions, cardholders will be given their PIN numbers only when they sign out the card.

Procedures and regulations for the use of the Purchasing Card and its limitations are contained in the following procedure and guidance notes.

**All cardholders will be subject to Financial Regulations of Staffordshire University and the following procedures and regulations will form part of these Financial Regulations. Failure to adhere to these may result in disciplinary action and cancellation of the card.**

## 2. Procedures and Regulations

### 2.1 Requesting a Purchasing Card

- All applications for use and ownership of a Purchasing Card will be requested by memo to the Senior Officer, Accounts Payable signed by the Dean of Faculty or Director of Service and will be authorised by the Head of Finance.

- The Senior Officer, Accounts Payable will arrange for a cardholder application form to be completed, taking into account those merchant categories which will be available for ordering or be blocked to prevent use.
- Card holders will –
  - Complete the application form.
  - Not disclose the card number, expiry date, 3-digit security code and PIN number to any other person.
  - Agree and abide by the limits and limitations applicable.
  - **Not use the card for personal use.**
  - Agree to the completion and timely input of the Purchasing Card Transaction Log and the retention of all related documents for a period of 6 years after the date of purchase.

## 2.2 Card Transaction Limits and Limitations.

- Each cardholder will have a transaction limit of £500 (exclusive of VAT) and a monthly credit limit of £5000 (exclusive of VAT). In certain circumstances eg: overseas purchases, this limit may be increased by the Senior Officer- Accounts Payable.
- Cards cannot be used for obtaining cash or acting as cheque guarantee cards to personal cheques.
- Cardholders must only use the Purchasing Card when incurring expenses in the pursuit of University business. Any misappropriation of University funds will be treated as gross misconduct.
- Any unauthorised or fraudulent use of the card will result in disciplinary action being taken.
- Failure to comply with the requirements of this manual will result in immediate revocation of the Purchasing Card if any of the following occur:
  - **splitting charges to avoid the single purchase transaction limit**
  - **loaning the card, or giving the card details to another employee for subsequent use**
  - **using the card for personal purchases**

- **not completing reconciliations by the specified deadline, usually Friday before month end.**
- **Receipts do not match the item descriptions or amounts shown on monthly statements.**
- **Not retaining Transaction Logs and supporting documents for a period of at least 6 years**

### **2.3 Ordering of Goods by Card**

- Ensure the proposed transaction can be made from the categories available and that the supplier will accept the card.
- Order goods/service by telephone/fax/internet quoting card number and expiry date, and, where applicable, the 3-digit security code. Confirm price and associated costs, delivery date and the full delivery address.
- Request that a VAT receipt is sent with the transaction voucher and delivery note.
- Enter transaction details on Purchasing Card Transaction Log.
- Identify account code per transaction on the Purchasing Card Transaction Log.

### **2.4 Receiving of Goods**

- Check satisfactory receipt of goods ordered.
- Ensure VAT receipt is enclosed with the transaction voucher and that the price details are correct.
- Enter receipt details on Purchasing Card Transaction Log.
- File the VAT receipt, awaiting *Purchasing Card* statement.

### **2.5 Payment of Goods/Services ordered by Purchasing Card**

- Financial services will send cardholders their statements for reconciliation, statements are usually generated on the 5<sup>th</sup> of each month.

- Check statement with Purchasing Card Transaction Log which has been completed already.
- Ensure VAT receipts are available and are correct.
- Ensure cost centre and account code for each transaction is correct.
- Ensure it is authorised for the expenditure detailed.
- Input authorised Purchasing Card Transaction Log sheet details that show on current statement onto blank reconciliation form and ensure that the overall total on reconciliation form matches the statement total, sign and date reconciliation form.
- Attach relevant VAT receipts and invoices to the reconciliation form and send to the Senior Officer, Accounts Payable by the deadline specified.
- Retain all documentation and store in a secure location: the Purchasing Card Log and back up documentation are prime documents and must be retained for a period of six years.
- Financial Services to check on a monthly basis to ensure all cardholder's accounts are being cleared regularly.
- In addition, Financial Services will conduct ad-hoc audits to ensure Purchasing Card Transaction Logs have been correctly completed and that all required back up documentation has been retained and filed in monthly order.

## 2.6 Disputes and Queries

- Initially disputes and queries should be taken up with the supplier by the cardholder, who should keep a record of the details of the dispute/query and contacts made with the supplier. If a purchase is to be returned, follow the supplier's return procedures.
- When credits are due, the supplier should be asked to raise refund vouchers together with VAT credit receipts (if applicable) and the cardholder should ensure that these credits appear on subsequent statements.

- In the event of non-settled disputes and queries, Company Barclaycard will intervene. When this situation arises, contact The Finance Office who will advise on contacts and procedures.

## 2.7 Security

- Cardholders only will be notified of the card number and expiry date and **will not disclose this to any other person.**
- The Finance Office will retain signed cards and PIN numbers.
- For 'point of sale' requirements, cards will have to be collected from, and returned to, the Finance Office by the cardholder.
- In the event of cards being lost or stolen (when out for point of sale purchases), or if fraudulent use is suspected, Company Barclaycard must be advised immediately. They will 'block' the account to prevent further use. Financial Services must also be informed. **Company Barclaycard customer services may be contacted on 0800 008 008.**
- Upon notice of Job change and/or departmental change, please advise the Senior Officer, Accounts Payable immediately together with authorisation from your new Dean/Director that the Purchasing Card is still required together with the new statement address.
- If the card holder no longer requires the card or will be leaving the University's employment, the card must be returned to Financial Services.

## 2.8 Best Practice Purchasing over the Internet

### **"Company Barclaycard guarantee against unauthorised transactions"**

When you buy online with Company Barclaycard you are not liable for unauthorised transactions. In the unlikely event that unauthorised transactions do occur on your account, they will immediately suspend and investigate them for you. Whatever happens, you won't have to pay for transactions you didn't make.

### ***2.8.1 Take care of your card details online***

Secure sites will start with https, not http. Secure sites have an added encrypted transaction layer. Other security systems include Secure Socket Layer (SSL), Secure Electronic Transaction (SET) and HyperText Protocol Secure (HTTPS). Use these whenever possible. Refer to section 2.8.6 for how to check if a website is secure.

### ***2.8.2 Get to know a company before you buy***

If you're not familiar with a supplier, it's a good idea to contact them first and ask for some company background before you buy. Are the company's registered details displayed on the home page? Is there some form of accreditation which can be verified? If you : don't buy!

Contact the following for more information:



- <http://www.actionfraud.police.uk/>
- <https://www.gov.uk/guidance/crime-and-fraud-prevention-for-businesses-in-international-trade>

### ***2.8.3 Be aware of private sellers***

Members of the public often use classified ads and auctions to sell online. Most people are perfectly honest. However, if you do have any problems, your legal rights may not be the same as they would be if you were dealing with a business. So always make sure you know who you're buying from - then you can make an informed choice.

### ***2.8.4 Keep your passwords secret***

If you register with a particular site, you'll be asked to enter a user name and password. Keep your passwords completely secret - the same way that you would look after your personal card cash machine PIN number.

### ***2.8.5 Read the delivery and returns policy before you buy***

Read the delivery and return policies on the merchant's home page before completing an on-line transaction. Check you can return any unsatisfactory items and whether you will get a refund or a merchant credit. The website ideally should also cover delivery methods, delivery cost, currency accepted, taxes applied, return and refund policy, and a contact telephone number or e-mail address.

### ***2.8.6 Check for a secure connection before you enter your Company Barclaycard details***

- First, make sure that you're using a secure browser. Contact [Information Services](#) on 3800 if you have any doubt.
- Next, check the web site address. A secure site will often have https:// at the beginning instead of http:// (The 's' stands for secure). Never send your card details by e-mail i.e. if the address starts mailto.



- If the web site gives you the option of using a secure checkout - say yes!
- Ensure that a single browser window is open when submitting the data.

### ***2.8.7 Save a record of your transactions***

Just as you save till receipts in case you need to return or exchange something, you need to keep a record of all online transactions too. Print and save a copy of your completed order form and your order confirmation. Most reputable suppliers will e-mail you with an order confirmation within 24 hours. Always keep a record of the website address.

**Remember to update your Purchasing Card Transaction Log and refer to your company procedures.**

### ***2.8.8 Inspect your goods carefully***

When you take delivery of goods you buy online, be sure to check that they're exactly what you ordered. If you're unhappy with the quality, or have any other problem, first contact the supplier direct. If you have any difficulty resolving the query with the supplier, then contact your card administrator for guidance. In the unlikely event that you are in dispute with your supplier, please contact Company [Barclaycard](#) Customer Service on 0800 008 008.

### ***2.8.9 Check your statement***

Check the items on your monthly statement as soon as you receive it against your saved receipts and Purchasing Card Transaction Log. If

there are items on your statement that you don't recognise call  
Company Barclaycard Customer Service 0800 008 008.

## 2.9 Useful Contacts

Name	Department	Telephone
Keziah Dewing	Head of Accounts Payable/Receivable	3544
Rhian Eskin	Senior Officer, Accounts Payable	3358
Barclaycard	Company Barclaycard Customer Services	0800 008 008
Gov.UK	<a href="https://www.gov.uk/">https://www.gov.uk/</a>	
National Police Fraud help line	<a href="http://www.actionfraud.police.uk/">http://www.actionfraud.police.uk/</a>	0800 123 2040

## APPENDIX A Flow Charts

### A.1 Purchasing Goods via Purchasing Card

Cardholder identifies purchasing requirement



Proceed to order goods from supplier by phone/fax etc quoting all relevant numbers and confirming with the supplier the amount of the transaction. The transaction voucher is sent with the VAT receipt and the goods advice note is dispatched with the goods. Both items to be addressed to the cardholder and marked "Paid by *Purchasing Card*"



Updates Purchasing Card Transaction Log with all purchase details.



Goods/service received - including VAT receipt



Goods/service checked and reconciled to requirements



Receives, verifies and inputs monthly *Purchasing Card* statement  
(follow procedure A.3.)

## A.2. Problems with Supply of Goods

### Responsibility of the Cardholder

Immediately contact supplier requesting a refund voucher be put through the Purchasing Card Company and a VAT credit note



Does the supplier agree to issue a credit?



**YES**

**NO**

Details on Purchasing Card Transaction Log and awaits receipt of credit.  
Update Purchasing Card Transaction Log

Pursue with supplier until agreement is reached or contact Barclaycard with complaint/problem

On receipt of statement check credit has been included



If credit has not been received, contact supplier to find out when the refund voucher was processed

**NOTE:** If you experience difficulty in obtaining credit after following these procedures please contact the Senior Officer- Accounts Payable.

### A.3 Dealing with the Purchasing Card Statement – Responsibility of the Cardholder

On receipt of the statement, do you have VAT invoices for all the transactions?

**YES**



Check the details on the statement are the same as the invoice details and Purchasing Card Transaction Log Sheet



**NO**



Contact the supplier and request a copy invoice



Await copy invoice

Does the Purchasing Card Transaction Log correspond to the statement?



Are the *Purchasing Card Company* statement details correct



Ask your authorising manager to sign and date the Purchasing Card Transaction Log



Input statement details on to reconciliation form. Attach all receipts and invoices to the statement and reconciliation form and send to Financial Services



#### A.4. Dealing with the Purchasing Card Transaction Log

##### Responsibility of the Cardholder

On the face of your log sheet, enter the following:

**Name**  
**Department and Location**  
**Phone Number**



Enter each individual transaction detail onto the log



Make sure you get a receipt/invoice for each transaction  
review weekly - chase suppliers for invoices not  
received



Check invoice details against log details



Keep receipt/invoice safe and await receipt of monthly  
statement



Update Purchasing Card Transaction Log with  
outstanding details, process paperwork as outlined in  
A.1.



Return any invoices that do not appear on the  
statement to the Purchasing Card Transaction Log file  
and await notification of the next statement

## A.5 Checking of the VAT Invoice

<p><b>Responsibility of the Cardholder</b></p> <p>On receipt of the invoice - is the following correct?</p> <p>Items Quantity Price</p>	
<p>↙</p> <p><b>YES</b></p>	<p>↘</p> <p><b>NO</b></p>
<p>Attach invoice to, and update, the Purchasing Card Transaction Log sheet</p>	<p>Immediately contact supplier requesting a <b>refund voucher</b> be put through the <i>Purchasing Card</i> company <b>AND</b> a <b>VAT credit note</b></p>

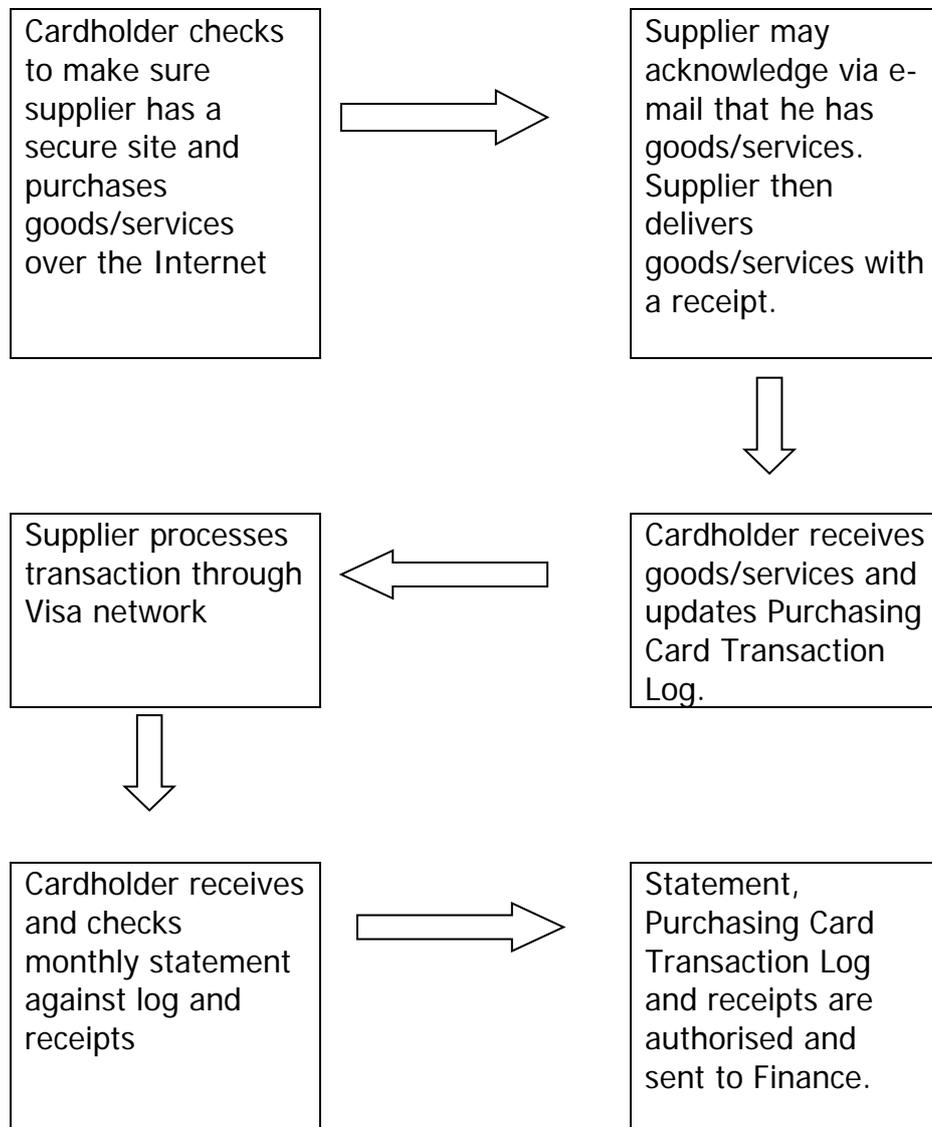
If VAT is not shown on the invoice or receipt you may have to split the VAT amount out of the gross transaction value. Below is a quick guide to Vatable and non Vatable items

VAT*	No Vat
Hotels	Train tickets
Car parking	Books, newspapers and magazines
Petrol	Flights

Endure that you check each invoice to see if VAT should be split out. If you are not sure if you have been charged VAT contact the supplier for clarification.



## APPENDIX B Quick Reference Guide for Internet Transactions



When you buy online with Company Barclaycard you are not liable for unauthorised transactions. In the unlikely event that unauthorised transactions do occur on your account, they will immediately suspend and investigate them for you. Whatever happens, you'll never have to pay for transactions you did not make.

## APPENDIX C Purchasing Card User Agreement

I agree to the following terms regarding use of the Purchasing Card system at Staffordshire University:

1. I understand that I am making financial commitments on behalf of Staffordshire University
2. I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for myself or for others.
3. I have been given the appropriate training and understand the requirements for the use of Purchasing Cards.
4. I will follow the established procedures for the use of the Purchasing Card and recognise that failure to so do may result in disciplinary action and cancellation of the card.
5. I agree that should I wilfully violate the terms of this Agreement, I will reimburse the University for all incurred charges and any fees related to the collection of these charges.

Name  
(Printed).....

Signature.....Date.....