



Procurement and Competitive Tendering Policy

Version	4.0
Approved by:	Board of Trustees
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Inclusion – Improving education for everyone.

Integrity – We are consistently open, honest, ethical, and genuine.

Initiative – We have the courage to always seek a better way to a better future.

Involvement – We encourage our community to take ownership and responsibility.

Inspiration – We use our drive and commitment to energise, engage and inspire.

1. Contents

1. Contents	2
1. Legislation and Regulation	3
2. Introduction	3
3. Scope	3
4. Basic Principles of Procurement	4
5. Legislation	4
6. Procurement Processes – See Appendix D (Flowchart)	5
7. Competitive Tendering process	6
8. Procurement	8
9. Procurement cards	8
10. Contract Management	8
11. Conflicts of Interest	9
12. Monitoring and compliance	9
Appendix A	11
Appendix B	19
Appendix C	20
Appendix D	21
Appendix E	23
Appendix F	24
Appendix G	31
Appendix H	40
Appendix I	43

Related Documents

Finance Policy, Scheme of Delegation, Gifts and hospitality, Conflict of interest, Modern Slavery Agreement and Terms & Conditions

Policy Purpose

This Policy sets out core guidance and principles regarding how INMAT spends money. It explains the Trust's approach to the purchase of goods and services for its Academies, and the Trust as a whole.

1. Legislation and Regulation

This policy complies with the following regulation and legislation:

- Academies Trust Handbook
- DfE Buying for Schools Guidance
- Public sector 'Find a Tender Service'.
- Public contract regulations 2015, here after referred to as "The Regulations".
- INMAT Master funding agreements with the Department of Education (DfE)

2. Introduction

- 2.1 It is important to note that the Trust is the sole legal entity which can enter into contracts for itself and any Academies. The Academies themselves are not separate legal entities and any contracts awarded by individual Academies will be binding on the Trust. All expenditure is recorded by the Trust to comply with DfE audit requirements as set out in this document.
- 2.2 It is essential that the correct level of authority is sought, obtained and retained before entering into any contract as set out in this document. These guidelines apply to everybody in the Trust who are responsible for purchasing, whether an employee or contractor. Please refer to the Scheme of Delegation.
- 2.3 PFI Contracts are outside of this policy, to be dealt with as a separate legal entity with NCC.

3. Scope

- 3.1 This document applies to any contract for services, supplies, or works which results in a payment being made by the Trust or an Academy. It is therefore important that all staff are aware of it.

4. Basic Principles of Procurement

- 4.1 The basic principle is that procurement should deliver best value for money to the Trust at all times. This means purchases should meet the defined needs of the Trust or Academies and be delivered within the appropriate timescales.
- 4.2 The procurement process should be considered before any purchase is made. There are specific rules in the Academies Trust Handbook in relation to some types of leasing arrangements and novel/contentious transactions which require Secretary of State consent. Leases of Land are outside of the scope of this document, and you should seek guidance from the Chief Financial Operations Officer (CFOO)
- 4.3 The Trust and Academies will include environmental and sustainable criteria in its contracts where possible.
- 4.4 Persons taking part in the procurement process must be able to demonstrate they have followed the principles laid out in the regulations, including but not limited to.
- 3.4.1 Probity: It must be clear that there is no private gain in the Trust/Academies contractual agreements (see conflict of interest policy).
- 3.4.2 Fairness: competition with suppliers is dealt with fairly, equitably, and transparently by the Trust and Academies, for example:
- All potential suppliers must be given the same information, and no supplier should be treated more favourably than another; and

- Competitive tenders must be carried out impartially with clear and transparent processes, including defined specification of requirements, evaluation methodology and timescales.
- 4.5 Persons responsible for purchases must ensure expenditure is conducted in line with the Trust financial scheme of delegation and this policy.
 - 4.6 Contracts or purchase must be assessed for 'whole life' value and must not be deliberately divided into smaller purchases/contract to avoid procurement rules.
 - 4.7 Persons responsible for purchases should endeavour to identify opportunities to aggregate spend across the Trust and its Academies, to deliver economies of scale and added benefits where possible.

5. Legislation

- 5.1 Procurement Considerations - Prior to starting a procurement process there are a number of aspects that the Trust and Academy needs to consider.
- 5.2 Sufficient time allocated to conduct the procurement process.
- 5.3 All relevant permissions must be sort prior to commencing a procurement process, to avoid risk, additional cost, and reputational damage.
- 5.4 Academies Trust Handbook should be referred to in relation to some types of leasing arrangements and novel/contentious transactions which require secretary of state consent.
- 5.5 Academies Trust Handbook should be referred to in relation to some types of leasing arrangements and novel/contentious transactions which require secretary of state consent.
- 5.6 Thresholds that apply to the Regulations 2015 from 1st January 2022 are listed below. Public sector organisations are legally required to follow the process laid out in the Regulations for any procurement valued above these thresholds, therefore contract above these values should be referred to the Central Team:

Type of Procurement	Threshold
Supplies and Services	£213,477
Works contracts	£5,336,937
Light Touch	£663,540
Utilities supplies	£426,955

These thresholds are inclusive of VAT.

6. Procurement Processes – See Appendix D (Flowchart)

Different processes apply depending on the value of the procurement, where there is not a Public Sector Framework available the process is defined based on the procurement value – see Appendix A (Delegated Authority)

Public Sector Frameworks must be considered by the Trust and Academies, where applicable.

- The DfE recommends specific frameworks for schools that can offer value for money, contractual security, and procurement support.

- The Trust and Academies will refer to the framework user guides and Follow guidelines to access (Find my Tender Service)

6.1 General Purchase (£0 - £2,500)

- Competitive quotes are not required but an Approved Supplier should be used or if not possible, a Completed New Supplier Request form and Procurement Waiver form must be completed and submitted to the Central Finance Team for approval before the order is placed.
- Expenditure below £2,500 should use the best value for money approach – see Appendix B
- Within the Academies Cluster Business Partners (CBP) to approve, within the central office Trust Finance Manager (TFM) to approve.

6.2 Low Value Purchase (£2,501 - £10,000)

- At least three written quotes must be obtained. An Approved Supplier should be used or if not possible, a Completed New Supplier Request form must be completed and submitted to the Central Finance Team for approval before the order is placed.
- If three written quotes are not obtained, a Procurement Waiver explaining the reason why, three quotes have not been obtained, and evidence that best value has been obtained must be submitted.
- Within the Academies the Headteacher to approve, within the central office CFOO to approve.
- Best Value quotations to be obtained.

6.3 Medium value purchase (£10,001 - £50,000)

- At least three written quotes must be obtained. An Approved Supplier should be used or if not possible, a Completed New Supplier Request form must be completed and submitted to the Central Finance Team for approval before the order is placed.
- If three written quotes are not obtained, a Procurement Waiver explaining the reason why, three quotes have not been obtained, and evidence that best value has been obtained must be submitted.
- Send through purchase requisition form and a copy of the three quotes or Procurement Waiver to your finance cluster inbox for processing.
see Appendix C (Purchase Requisition Form)
- Best Value quotations to be obtained.
- The CEO is required to approve orders.

6.4 High Value Purchase (£ 50,000+)

- A business case should be prepared and must be sent to the CFOO for reporting to Finance And Risk (FAR) committee – see Appendix F (Procurement Business Case Form)
- Any business case that is deemed to be complex will be supported and/or managed by the CFOO
- High Value purchases will be subject to the competitive tendering process.
- High value capital works contracts are more complex and therefore may be carried out by a contractor or project manager, who should be made aware of this policy and principles of public sector procurement.
- Suppliers will be able to find a link on the procurement page of the INMAT website to register for alerts to up-coming Tenders.

- The Trust will ensure Tenders are carried out fairly and transparently in line with the regulations, this policy, and the INMAT Financial Regulation Handbook
- Once a tendering process has been completed and evaluated the final decision will be made by the Board of Trustees

7. Competitive Tendering process

There are three forms of tender: open, restricted, and negotiated. The circumstances in which each should be used are described below. Before entering into any tendering process, a procurement business case needs to be completed and submitted to the CFOO.

Pre-approved procurement frameworks through recognised bodies are available to support open or restricted tenders. This is currently the preferred method of tendering, as it is most conducive to competition and avoidance of corruption.

The DfE provides additional guidance to schools to support procurement strategies including the use of frameworks and running a bespoke tendering process.

<https://www.gov.uk/guidance/buying-for-schools>

- **Open Tender** - this is where all interested suppliers are invited to tender. The budget holder must discuss and agree with the Central Leadership Team on where to advertise e.g., general press, trade journals or to identify all potential suppliers and contact directly if practical.
- **Restricted Tender** - this is where suppliers are specifically invited to tender. Restricted tenders are appropriate where:
 1. There is a need to maintain a balance between the contract value and administrative costs.
 2. A large number of suppliers might come forward or the nature of the goods is such that only specific suppliers can be expected to meet the requirements.
 3. The costs of publicity and advertising are likely to outweigh the potential benefits of open tendering.
- **Negotiated Tender** - The terms of the contract may be negotiated with one or more chosen suppliers. This is appropriate in specific circumstances:
 1. The above methods have resulted in either no or unacceptable tenders.
 2. Only one or very few suppliers are available.
 3. Urgency exists.
 4. Additional deliveries by the existing supplier are justified.

7.1 Preparation for Tender

Full consideration should be given to:

- The objective of the project
- Overall requirements
- Technical skills required to meet the tendering criteria.
- After sales service requirements
- Form of contract

7.2 Invitation to Tender

If a Restricted Tender is to be used, then an invitation to tender must be issued. If an Open Tender is used an invitation to tender may be issued in response to an initial enquiry.

An invitation to tender should include the following:

- Introduction/background to the project
- Scope and objectives of the project
- Technical requirements
- Implementation of the project
- Terms and conditions of tender
- Form of response

7.3 Aspects to consider when evaluating the tender

7.3.1. Financial

- Like should be compared with like and if a lower price means a reduced service or lower quality this must be borne in mind when reaching a decision.
- Care should be taken to ensure that the tender price is the total price and that there are no hidden or extra costs.
- Is there scope for negotiation? If so, the academy should always aim to achieve best value for money.

7.3.2. Technical/Suitability

- Qualifications of the contractor
- Relevant experience of the contractor
- Descriptions of technical and service facilities
- Certificates of quality/conformity with standards
- Quality control procedures
- Details of previous sales and references from past customers
- Liability Insurance
- Risk and Method Statements

7.3.3. Other Considerations

- Pre-sales demonstrations.
- After sales service.
- Financial status of supplier - suppliers in financial difficulty may have problems completing contracts and in the provision of after sales service. It may be appropriate to have an accountant or similarly qualified person examine audited accounts etc.

7.4 Tender Acceptance Procedures

The invitation to tender should state the date and time by which the completed tender document should be received by the Trust. Tenders should be submitted in plain envelopes clearly marked to indicate they contain tender documents. The envelopes should be time and date stamped on receipt and stored in a secure place prior to tender opening. Tenders received after the submission deadline should not normally be accepted unless there are exceptional circumstances.

All tenders submitted should be opened at the same time. At least three people should be present for the opening of tenders, including at, at least one member of the Central Executive Leadership team, one member of the Finance, Audit and Risk committee. A record should be kept of the names of the firms' submitting tenders and the amount tendered. This record must be signed by the people present at the tender opening.

7.5 Tendering Evaluation Procedures

The evaluation process should involve at least three people with no conflicts of interest in the tender. Those involved in making a decision must never accept gifts or hospitality from potential suppliers that could compromise or appear to compromise their independence.

Full records should be kept of each tender evaluation and a report should be prepared for Directors highlighting the relevant issues and recommending a decision. On very rare occasions the Trust may need to halt the tender process. Should this occur, notification will be sent to all suppliers preparing bids as soon as possible.

8. Procurement Waiver – See Appendix E (Procurement Waiver Form)

For procurements below the threshold value, (see 5.2 and above) the Academies and the Central Office may be required to use a Procurement Waiver where there is an exceptional reason not to follow the procurement processes laid out in this policy.

Trust and Central Office are required to provide acceptable justification e.g., only available from a single supplier.

Procurement waiver forms need to be approved in line with the Scheme of Delegation – see Appendix A (Delegated Authority)

9. Trust Credit Cards

Credit cards should only be used for low value, one off spends which cannot be procured through an alternative means. Prior to the use of the credit card authorisation must be granted by the Cardholder. Credit cards are not a suitable method to procure repeat items or higher value goods.

10. Contract Management

Contracts and Agreements for goods, services and works, are the responsibility of the Trust as the contracting authority. To avoid contractual risk the Trust is required to take the following steps.

10.1 Contracts can only be approved in line with the Scheme of Delegation – see appendix A.

10.2 A copy of all contracts and agreements and the accompanying Terms and conditions will be retained on the Trust contract registers, to allow the Trust and Academies to ;

- Allow enough time to carry out a procurement process before the end of the contract.
- Give appropriate notice to the supplier prior to the end of the contract.

10.3 Where possible the Trust approved Terms and conditions should be used – See Appendix G

10.4 Where supplier Terms and conditions are used, terms should be checked to limit exposure to risk and additional charges.

Lease Agreements

NO party can enter into a lease agreement without prior consultation with the Central Executive Team.

There are two of types of leases:

- **Finance leases** - these are a form of borrowing. Agreements usually run for all, or a substantial proportion, of the equipment's estimated working life. Under a finance lease, the leasing company ("lessor") transfers all of the risks

and rewards of ownership of the equipment to the customer ("lessee"). You will not own the equipment at the end of the agreement. Leases that do not meet the operating lease criteria will be finance leases.

- **Operating leases** - these are not borrowing. Agreements typically have a shorter duration than the working life of the equipment. Under an operating lease, the leasing company ("lessor") retains the risks and rewards of ownership, and it will also retain an investment in the equipment being leased, known as the Residual Value. You will not own the equipment at the end of the agreement.

Trusts must obtain ESFA's prior approval for the following leasing transactions:

- Taking up a finance lease on any asset for any duration from another party, which are subject to the borrowing restrictions.
- taking up a leasehold or tenancy agreement on land or buildings from another party for a term of seven or more years
- granting a leasehold interest, including a tenancy agreement, of any duration, on land and buildings to another party.

11. Conflicts of Interest

11.1 This section applies to all contracts, regardless of value or duration.

11.2 The Academy Trust Handbook put strict obligations on the Trust to ensure that conflicts of interest in procurement are managed.

11.3 Any interest which may affect the outcome of a procurement process must be declared to the CEO immediately. Refer to 2023 ATH.

11.4 Members, Trustees, Executive Team and Senior Leadership Team must complete the register of business interest and keep this updated at least once a year – See Conflict of Interest Policy

11.5 There are rules in the Academy Trust Handbook in relation to payments to individuals/organisations which are "connected" to a member or trustee. In any such case the CEO must be informed before any engagement with such suppliers.

11.6 A record of all such declared conflicts of interest must be sent to the Trust Governance Lead who will determine what if any action can be taken to seek to remedy any such conflict of interest.

11.7 No gifts or hospitality should be accepted by any service provider as an inducement to award a contract to that supplier. This may be an offence under the provisions of the Bribery Act 2010. You must inform the CFOO immediately on becoming aware of any such gifts or hospitality.

12. Monitoring and compliance

12.1 The Finance, Audit and Risk committee will receive a bi-annual report on high value transactions procurement and contracts awarded across the trust for full oversight.

12.2 Non-compliance with this document may lead to disciplinary procedures, this will depend on the nature of the non-compliance; but may include verbal or written warnings. HR guidance supersedes this policy in respect of dealing with the non-compliance of this policy.

Appendix A Scheme of Financial Delegated Authority

Table of revision	
June 24	<p>Purchasing and Procurement</p> <p>F1: Headteacher: amended to read: 'to approve spend up to £10K in line with budget and to recommend spend over £10K to CEO' NB previous figure was £7.5K. Added in line with .. 'approved budget cost centre'. CFOO: amended to approve spend up to £10K at central NB previous figure was £7.5K CEO: amended to authorise spend from £10,001 and up to £50,000 at Central MAT and Academies. NB previous was from £7,501 and up to £25K Added: 'report such spend to FAR' FAR: amended 'To authorise spend between £50,001 to £100K. Report spend to TB' to ' Review and recommend to TB' FAR: removed 'Report spend to TB' F2: CEO: amount changed from 'over £25K to up to £50K' CEO: 'undertake' replaced with 'authorise tenders under £50K' FAR: amended from 'To authorise tenders for transactions over £50K and report to TB' to ' review ...and recommend...' Trust Board: amount amended from £25K to over £50K F3: Headteacher: removed 'To ensure all staff with financial responsibility complete an annual declaration of business interest.' And added to CFOO instead F4: Headteacher: amount increased from £7.5K to £10K and amount recommended to CEO changed from over £7,501 to £10,001 CFOO: amount changed from £7.5K to £10K CEO: amount changed from £7.5K and up to £25K to £10K and up to £50K FAR: added 'To authorise non order invoices/payments between £50K and £100K' Trust board: amount changed from £25K to £100K F5: Headteacher: removed 'To make payments for the Academy with one other approved signatory (see F13) and within Bank authorisation levels'</p>
	<p>Annual Budget</p> <p>F6: FAR: 'review' replaced with 'scrutinise' F7: FAR: 'review' replaced with 'scrutinise'</p>

	<p>F9: FAR: amended 'the use of' to 'proposal' and added 'over £25k' Headteacher: replaced 'discuss' with 'propose'</p> <p>F10: Headteacher: removed 'To review and approve the control accounts reconciliations provided by the Cluster Business Partner in accordance with the MAT financial timetable'</p>
	<p>Banking authority</p> <p>F13: Headteacher: removed 'To discuss the opening of any bank accounts for the academy with the CFOO.'</p> <p>F14: Headteacher: removed 'To recommend other approved signatories to the CFOO from the following: Member of SLT, Business Manager or Finance Manager/Officer.'</p> <p>F15: Headteacher: removed 'To recommend other approved credit card users to the CFOO from the following: Member of SLT or Cluster Business Partner'</p> <p>F15: Tasks: credit card limit amended from £1k to £2K FAR: added 'Monitor credit card limits and spend' and moved 'To approve Central MAT credit card users and the credit limit To inform academy card users and credit limit' to CEO CEO: added 'To approve Central MAT credit card users and the credit limit To inform academy card users and credit limit'</p> <p>F17: Tasks: removed 'open postal remittances, empty pay phone/vending machines' CFOO: removed 'open postal remittances, empty payphone/vending machines in the presence of another person for...' Headteacher: removed 'open postal remittances, empty payphone/vending machines in the presence of another person...'</p> <p>F18: Headteacher: removed 'To approve a named member of staff to invoice, receipt, and bank income in the presence of another person for the academy.'</p>
	<p>Fixed Assets</p> <p>F21: LAC: removed 'To review the fixed assets, register annually'</p> <p>F23: LAC: removed 'To approve the disposal of items with a net book value below £500. To recommend disposal of assets to CFOO for items over net book value of £500' Headteacher: removed 'to the LAC'</p>
	<p>Debts</p> <p>F25: Headteacher: removed 'To write off bad debts/losses of up to £250 and to recommend writing off bad debts/losses over £250 to the CFOO'</p>
	<p>Payroll</p> <p>F26: Headteacher: replaced 'issue' with 'authorise'</p> <p>F27: Trust board: added 'P&P committee to periodically review trust staffing structures and pay levels' CEO: added 'Monitor as Accounting Officer'</p>

July 2024	Replaced CFO with CFOO throughout document. F1: Board of trustees amended from £25K to £50K in line with figures agreed above
Sept 2024	Purchasing and procurement F4: added 'if applicable' to TB, FAR and CEO Removed 'To authorise non order invoice/payments up to £10K for Academy. To recommend spend over £10,001 to CEO' from HT column. Removed 'For central MAT' from CFOO column

Scheme of Financial Delegation

Decision Level 1:	INMAT Board of Trustees
Decision Level 2:	Finance, Audit and Risk Committee
Decision Level 3:	Chief Executive Officer
Decision Level 4:	Chief Financial Officer
Decision Level 5:	LAC
Decision Level 6:	Headteacher



Key Function	No	Tasks	Decision Level					
			Board of Trustees 1	Finance, Audit, Risk Committee. 2	CEO 3	CFOO 4	LAC 5	Headteacher 6
Purchasing and Procurement (subject to budgetary constraints)	F1	A purchase requisition form MUST be completed before placing an order for all goods and services (3 quotes required for items over £2,500)	To authorise spend over £50,000 Formal tendering process	To review and recommend to trust board spend between £50,001 to £100K.	To authorise spend from £10,001 and up to £50,000 at Central MAT and Academies. Report such spend to FAR	To approve spend up to £10K at Central MAT		To approve spend up to £10K in line with the approved budget cost centre. To recommend spend over £10K to CEO
	F2	Tendering Process	To authorise tenders for orders over £50K Formal tendering process	To review tenders for transactions over £50K and recommend to TB	To authorise tenders under £50K on behalf of the Trust Board			
	F3	Register of business interests and related party transactions	To complete an annual declaration of business interest. To seek prior approval from the ESFA for any related party transactions for contracts or supply of goods in excess of £40,000 (collectively or individually)		To ensure all central staff with financial responsibility and/or significant spending powers and all Trustees complete an annual declaration of business interest, and the Register of Interest is published on the MAT website annually. To approve related party transactions (where appropriate) up to £39,999 via the ESFA online system	To ensure correct tendering processes where related party transactions are being considered. To recommend related party transactions (where appropriate) up to £39,999 to the CEO. To ensure all staff with financial responsibility complete an annual declaration of business interest.	To ensure all governors complete an annual declaration of business interest and the Register of Interests for governors and staff is published on the academy website annually.	
	F4	Non order purchase invoices are not customary practice and will only be accepted in exceptional circumstances.	To authorise non order invoices / payments over £100K if applicable	To authorise non order invoices/payments between £50K and £100K if applicable	To authorise non order invoices / payments for Central MAT and Academies from £10K and up to up to £50K if applicable	To authorise non order invoices / payments up to £10K		
	F5	Making payments (signing cheques, BACS payments and other bank transfers)				To make payments for the academies or Central MAT with one other approved signatory (see F13) and within Bank authorisation levels		

		Decision Level							
Key Function	No	Tasks	Board of Trustees 1	Finance, Audit and Risk Committee. 2	CEO 3	CFOO 4	LAC 5	Headteacher 6	
		Instructions for regular payments. Only authorised bank signatories can action regular payments			To sign off on standing order or direct debit requests relating to the single central bank account	To sign off on standing order or direct debit requests relating to the single central bank account			
Annual Budget and Financial Management	F6	Approval of Annual Budget	To approve the annual budget for the Multi Academy Trust	To scrutinise and recommend annual budget to MAT Board	To review and recommend annual budget to Finance, Audit & Risk Committee	To review and recommend annual budget to CEO		To prepare annual budget in consultation with CFOO	
	F7	Monthly Budget Summary and periodic management accounts	To monitor and review monthly budget summary and periodic management accounts for the academies and Central MAT, taking action where necessary.	To scrutinise and report on monthly budget summary and periodic management accounts for the academies and Central MAT to the MAT Board, recommending action where necessary.		To report on monthly budget summary and periodic management accounts for the academies and Central MAT to the CEO and Finance and Audit Cttee, recommending action where necessary.		To prepare monthly budget summary and periodic management accounts for review by CFOO	
	F8	Virements	INMAT has a policy of no virements.						
	F9	Use of Reserves or overall increase of annual budget	To approve the use of reserves or increase in budget	To review and recommend the proposal to use reserves or increase in budget, over £25k, to the MAT Board	To review and recommend the use of reserves or increase in budget to the Finance, Audit & Risk Committee	To review and recommend the use of reserves or increase in budget to the CEO		To propose the use of reserves or increase in budget with CFOO	
	F10	Control Accounts Reconciliation		To monitor the reconciliation of the control accounts for the Central MAT and the Academies	To review the control accounts reconciliations provided by the CFOO in accordance with the MAT financial timetable	To review the control accounts reconciliations for the academies. To produce the control account reconciliations for the central MAT.		To review and approve the control accounts reconciliations provided by the Cluster Business Partner in accordance with the MAT financial timetable	
	F11	Allocation of Reserves	To review and approve the Trust wide Reserves Policy.			To produce the Trust wide Reserves Policy			
	F12	Approval to borrow money. (This is not allowed under the funding agreement and must always be a Board decision)	To present a proposal to the Secretary of State	Not permitted	Not permitted	Not permitted	Not permitted	Not permitted	

Key Function	No	Tasks	Decision Level					
			Board of Trustees 1	Finance, Audit and Risk Committee. 2	CEO 3	CFOO 4	LAC 5	Headteacher 6
Banking Authority and Cash Management	F13	Open a bank account (Accounts must always be opened in the name of the Academy or Trust with the minimum of two signatories)			To authorise the opening of any bank accounts for the Central MAT and academies	To recommend the opening of any bank accounts for the Central MAT and academies to the CEO		
	F14	Approving bank signatory	To approve bank signatories for Central MAT accounts		To recommend the list of Central MAT approved bank signatories to MAT Board for approval	To approve Academy bank signatories		
	F15	Authorised credit / charge card user (if applicable) NB: Academies to have up to TWO credit cards only. Each card to have a £2,000 limit.		Monitor credit card limits and spend	To approve Central MAT credit card users and the credit limit To inform academy card users and credit limit	To approve academy credit card users and card limit To recommend list of approved credit card users for Central MAT to FAR		
	F16	Authorised to administer petty cash	Not permitted	Not permitted	Not permitted	Not permitted		Not permitted
	F17	Authorised to collect income in the presence of another person.				To approve a named member of staff to collect income for the Central MAT		To approve a named member of staff to collect income for the academy.
	F18	Authorised to invoice, receipt, and bank income in the presence of another person				To approve a named member of staff to invoice, receipt, and bank income in the presence of another person for the Central MAT		

Key Function	No	Tasks	Decision Level					
			Board of Trustees 1	Finance and Audit Committee. 2	CEO 3	CFOO 4	LAC 5	Headteacher 6
Statutory Reporting (including annual budget and consolidated annual accounts)	F19	Completing annual and periodic financial reports to the MAT Board, ESFA and/or DfE	To approve annual and periodic financial reports prior to submission to the ESFA and/or DfE	To review annual and periodic financial reports to MAT Board, ESFA and/or DfE and present to MAT Board for approval	To review annual and periodic financial reports to MAT Board, EFA and/or DfE and present to Finance & Audit Sub Committee for review	To prepare annual and periodic financial reports to the MAT Board, EFA and/or DfE. To submit approved reports		
	F20	Authorised to complete VAT 126 claims				To review and submit VAT 126 claims for the Central MAT		
Fixed Assets	F21	Fixed Asset Register	To receive assets reports from the Finance, Audit and Risk Committee	To review and approve asset register for Central MAT and academies annually		To enter items over the capitalisation limit of £1,000 onto the register for Central MAT		To ensure items over the capitalisation limit of £1,000 are entered onto the register for the academy.
	F22	Security of Assets				To ensure there is adequate security for stores and equipment at Central MAT		To ensure there is adequate security for stores and equipment at academy.
	F23	Disposal of Assets	To approve the disposal of assets. (Disposal of land buildings and heritage assets to be agreed with the ESFA.)	To recommend the disposal of assets over net book value of £1000 to the MAT Board	To recommend the sale or destruction of items over a net book value of £1000 to Finance, Audit and Risk Committee	To authorise the sale or destruction of items up to net book value of £1000.		To recommend the disposal of items with a net book value below £500
	F24	Loan of Assets			To approve the loan of assets subject to loan register being signed and maintained for Central MAT or academies	To approve the loan of assets subject to loan register being signed and maintained for Central MAT.		To approve loan of assets over the net book value of £250 subject to loan register being signed and maintained by academy
Debts	F25	Write off bad debts/losses	To approve the writing off of bad debts/losses over the value of £3,000	To review and recommend writing off bad debts/losses over £3,000 to the MAT Board	To recommend writing off bad debts/losses over £3,000 to the Finance, Audit & Risk Committee	With CEO approval, to write off bad debts/losses up to £3,000 To recommend writing off bad debts/losses over £3,000 to FAR.		

INMAT is a company limited by guarantee registered in England & Wales N. 104272

Appendix B

Best Value for Money

The over-riding procurement policy requirement is that all public procurement must be based on value for money, defined as “the best mix of quality and effectiveness for the least outlay over the period of use of the goods or services bought”. This should be achieved through competition, unless there are compelling reasons to the contrary - Public procurement policy - GOV.UK (www.gov.uk)

Best value for money is defined as the most advantageous combination of cost, quality, and sustainability to meet customer requirements. – Quoted “NI department of finance”.

In this context:

- cost means consideration of the whole life cost.
- quality means meeting a specification which is fit for purpose and sufficient to meet the customer’s requirements.
- sustainability means economic, social, and environmental benefits, considered in the business case, in support of the Programme for Government

Value for money – “Achieving the best possible educational and wider societal outcomes through the economic, efficient and effective use of resources, the avoidance of waste and extravagance, and prudent and economical administration” – Quoted “Academy Trust Handbook 2024.

Appendix C Purchase Requisition Form

Order under £2,500
 £2,501 - £10,000
 £10,001 - £50,000
 £50,001 - £100,000
 Over £100,001

Use approved Supplier (if not Procurement Waiver form required)
 Require three quotes or Procurement Waiver form. HTC to authorise
 Require three quotes or Procurement Waiver form. CEO to authorise, report to FAR
 Review and Recommend to Trust Board (Formal Tender Process)
 Board of Trustees (Formal Tender Process)

Date:

Supplier:

Requisitioner contact details:

Ordered by	Item Description	Quantity	Cost Centre	Net item cost (without VAT)	Is VAT charged on this item? Leave blank if unsure	Net Line total
			Choose an item.			
			Choose an item.			
			Choose an item.			
			Choose an item.			
			Choose an item.			
			Choose an item.			
	Postage/Delivery Costs		Choose an item.			
	Order Total					

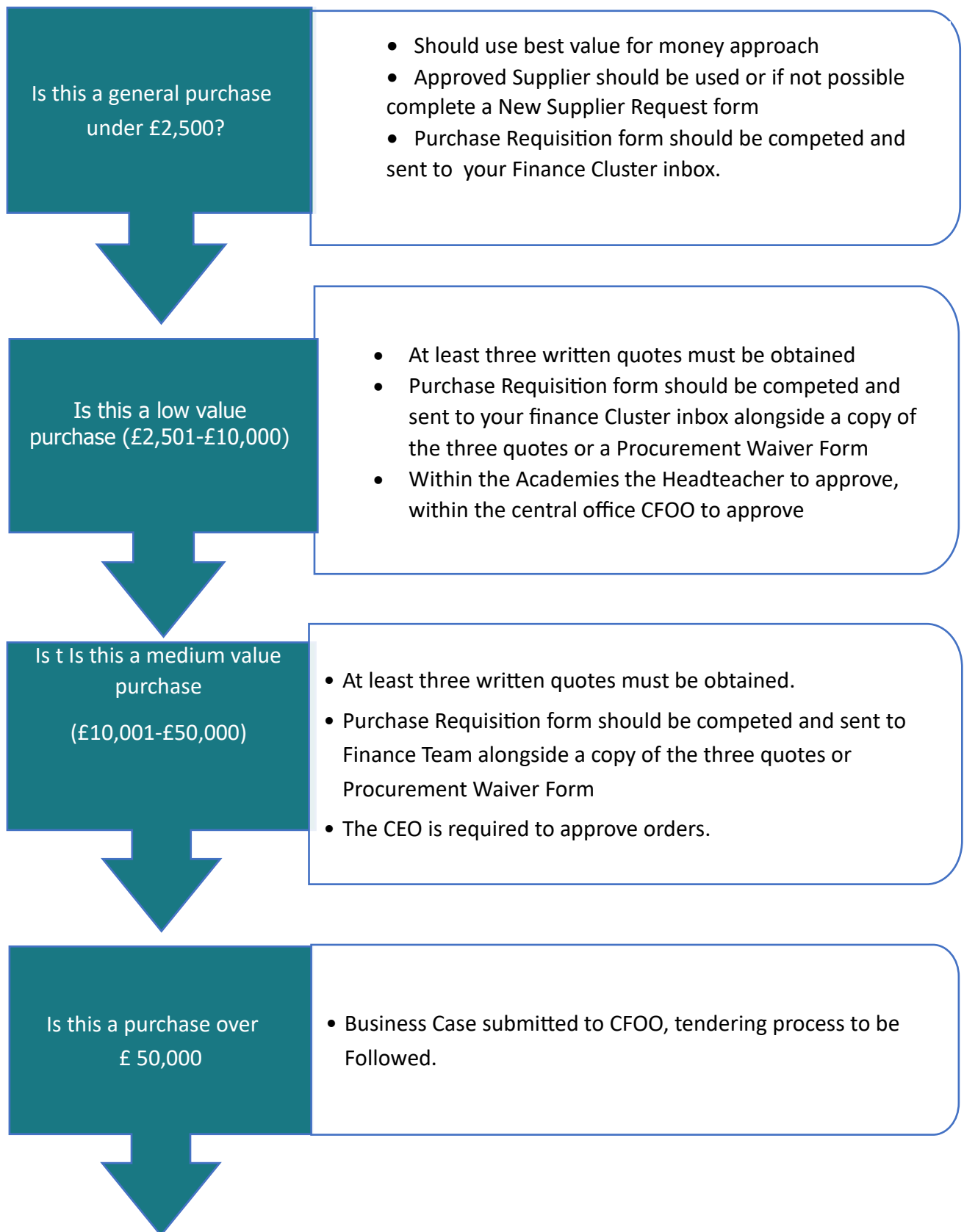
Quote Attached

Tenders Attached

Procurement Waiver Form attached

Please email to financecluster@INMAT.org.uk

Appendix D



Appendix E
PROCUREMENT WAIVER FORM

If available, it is mandatory that you use an existing supplier set up by INMAT finance

NOTE: A waiver is not permissible for **any** procurement when using 'find my tenders' service

Procurement description			
Supplier name			
Total Value Ex VAT			
Contract/Extension start date		Duration of contract or extension	

Waiver of Procurement Rules (please tick the appropriate boxes)	
There is no genuine competition e.g., works, supplies and services	
Sold only at a fixed price and no reasonable satisfactory alternative is available	
Only available from a single supplier	
Required for repairing or servicing existing specialist plant or equipment	
Involve the provision of highly specialised professional legal or other services	
Constitute a reasonable short-term extension (less than 6 months) of a time-based contract or form part of a serial programme, the terms having been negotiated with the contractor on the basis of rates and prices contained in an initial contract awarded competitively following an invitation to tender or quote in accordance with the procurement rules.	
The contract is an extension to an existing contract and a change of supplier would cause disproportionate technical difficulties, diseconomies of scale or significant disruption to services.	
Is necessary because unforeseen emergency involving immediate risk to persons, property or serious disruption to services. In extreme circumstances it is accepted that prior written approval may not be possible.	
Please explain the rationale to substantiate the waiver and attach any relevant documents:	

Demonstrate below how you have achieved Best Value for Money	
If you require further assistance to finalise agreement or negotiate further, please tick box	
Completed by: Academy: Name: Position: Signature: Date:	

Appendix F

INMAT Procurement Business Case Template

This template is to be used when developing a new business case over £50k. Please see appendix below for general guidance on how to complete the template.

Procurement / Project Name

Project Owners

Start Date.....

Anticipated End Date.....

Background

Scope / Description of works

Objectives

Options

Proposed Solution

Benefits

Risk

Dependencies

Affordability

Include a breakdown of the whole-life cost, so cover.

The price of the item/service (not including VAT)
 Delivery charges
 Ongoing maintenance/support costs

Supplier	Description	Cost (ex VAT)	Additional charges
Total Expenditure			

Analysis of 'Whole Life' costs and phasing of expenditure
Critical Success Factors
Procurement Procedures
Additional Information

Procurement Lead

Name:

Position:

Signature:

Date:

Approval

Name:

Position:

Signature:

Date:

Section	Description
Background	Background – describe the potential change, idea, and/or problem. Why it should be done now and the implications of not doing it.
Scope	In this section you need to describe what the scope of the project is, its key objectives, deliverables, and purpose. What business benefits will accrue? Are there any events, work or other projects that are either dependent on the outcome of this project or that the project will depend on.
Objectives	Objectives – these are a summary of what you want the project to achieve when it has been completed. So, it may start, "Completion of this project will result in...." Your objectives should be SMART – specific, measurable, achievable, relevant, and timely. Avoid words like improve, optimise, clarify, help etc. These are vague words that mean you cannot measure your result. Objectives should be linked to Objective Delivery Plans.
Options	<p>In this section you need to describe and evaluate the different options and give reasons why the preferred option was chosen. There will often be a Do-Nothing option that can be used as a baseline against which to measure the costs and benefits of the other options.</p> <p>The criteria used to decide which is the best value option should be clearly stated and should be as objective and measurable as possible. Benefits should be valued in financial terms wherever possible.</p> <p>Even if it is not possible to value all the benefits of a proposal, it is still important to consider valuing the differences between the options, including the 'Do nothing' option.</p>

Proposed Solution	Identify the selected option and how you propose to implement the change. This should cover any feasibility issues not covered elsewhere (Project Management principles, Next steps, etc.). The rest of the business case should be based on the identified solution. (See below).
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Section	Description
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Benefits	<p>Summarise the main benefits, who is responsible for delivering them and how will they be realised.</p> <p>Wherever possible try and give them a value so that they can be properly quantified. This will make it easier to measure whether they have been realised. The purpose of valuing benefits is to consider whether an option's benefits are worth its costs, and to allow alternative options to be systematically compared. Even if it is not feasible to value a benefit, it is still important to consider valuing the differences between the options. Where there are significant elements that cannot be valued in monetary terms e.g., they are social rather than financial, these still need to be brought out in your assessment. You should take into account, if possible, all the tangible and intangible benefits that you believe will accrue - not just those benefiting the Academy.</p> <p>You should also outline the benefits realisation plan, method of evaluation, timing of the benefits coming on stream, the scope of coverage and who will be responsible for delivery.</p> <p>Typical benefits of a policy project could be: Compliance with a procurement legislation Compliance with a strategic commitment Improvements in competitiveness Protection of consumers Improvements to market competitiveness Equality and diversity objectives</p> <p>Typical benefits of internal change projects could be: Cost savings Avoided costs Efficiency improvements Staff motivation with consequent reductions in sickness and improved recruitment and retention Elimination of waste</p> <p>Typical benefits of consultancy projects could be: Transfer of knowledge from consultant to the Academy Opportunities to disseminate the results across the Sector or Marketplace More efficient use of resources if rare skills need to be available for a short space of time.</p> <p>Typical benefits of IT projects could be: Rationalisation of staff costs Ease of use for customer Increased efficiencies</p>
Section	Description

Risks	In this section, you should identify the key risks that might impact on the project and the achievement of desired benefits. Remember to identify opportunities and how you will exploit them as well as things that may go wrong.
Dependencies	Dependencies – are there any events or work that are either dependent on the outcome of this project or that the project will depend on?
Affordability	What resource will be required, including staff resources, and where will this resource come from? (e.g., will other activity be stopped?) No project should go forward without adequate understanding of resourcing requirements. Those responsible for providing resources must indicate they have approved the undertaking (Stakeholders).
Analysis of 'Whole Life' costs and phasing of expenditure	Whole Life Costing [WLC] looks at the cost of an item over the duration of its lifetime [Total Cost of Ownership] as opposed to the one-off cost of simply buying the item. As a result, WLC takes into account energy, maintenance, operating, staff training and disposal costs. When setting out the costing illustration the Administration, Capital and Programme expenditure should be shown separately for each financial year of the project. Administration costs should include the costs of managing the project. Any costs that have already been incurred should be ignored, what matters are costs about which decisions can still be made. If it is helpful show separately a sheet identifying the costs vs. the benefits gained in each financial year. This can be discounted to show the "present value" of the entire project.
Critical success factors	Use this section to outline the things that must go right to ensure the success of the project. For example, does the project need to deliver all its objectives and benefits to be successful?
Procurement procedures (if applicable)	Use this section to explain your proposed procurement route e.g., is it under an existing framework agreement or via the OJEU process? If you are intending to use single tender action, the reasons for doing so should be fully explained here.
Additional Information	Other details you may need to include will depend on the size and type of project and specific requests from key stakeholders.

Appendix G

TERMS & CONDITIONS OF PURCHASE - CONDITIONS OF PURCHASE FOR GOODS

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of a conflict between any of these Conditions and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

DEFINITIONS

1.1 In these Conditions:

“Contract” means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order;

“Delivery Date” means the date on which the Goods are to be delivered to the Purchaser, as specified in the Purchase Order

“Goods” means any such goods supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order;

“Price” means the price of the Goods as specified in the Purchase Order;

“Purchaser” means the Trust

“Purchase Contract” means the document setting out the Purchaser’s requirements for the Order

“Supplier” means the person, firm or company who is the supplier of the Goods named in the Purchase Order.

1.2 The headings in these Conditions are for convenience only and shall not affect its construction or interpretation.

VARIATION

2.1 These Conditions may only be varied with the written agreement of the Purchaser.

2.2 The Purchaser reserves the right by reasonable notice to the Supplier to vary the Goods detailed in the Purchase Order and any alteration to the Price or delivery date arising by reason of such modification shall be agreed between the parties and evidenced in writing.

2.3 The Contract shall become binding, and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Purchase Order by the Supplier (either verbally or in writing) or on delivery of the Goods, whichever is the earlier.

GOODS

- 3.1 The Supplier warrants and represents to the Purchaser that the Goods shall:
- 3.1.1 conform in all respects with any particulars or specification specified in the Purchase Order including any variations;
- 3.1.2 conform in all respects with the requirements of any statutes, orders, regulations or byelaws from time to time in force;
- 3.1.3 be of satisfactory quality and free from defects in materials and workmanship; and
- 3.1.4 be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Purchase Order.

PRICE

- 4.1 The Supplier shall not increase the Price unless it is validly accepted by the Purchaser and agreed in writing before the execution of the Purchase Order.
- 4.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties, or levies.
- 4.3 Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment of the Goods delivered under the Purchase Order. The Purchaser undertakes to pay correctly submitted invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Purchaser. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods which are the subject of the Purchase Order or of the consignment (as appropriate).
- 4.4 A valid invoice is one that is:
- delivered in timing in accordance with the contract;
 - that is for the correct sum;
 - in respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
 - which quote the relevant purchase order / contract reference (where used) – which has been delivered to the nominated address.
- 4.5 The Purchaser specifically reserves the right to withhold or deduct by way of setoff or otherwise from any monies due or to become due to the Supplier any monies due to the Purchaser from the Supplier.
- 4.6 The Purchaser shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of the Price for Goods supplied in excess of those required by the Purchase Order.

4.7 No payment of or on account of the Price shall constitute any admission by the Purchaser as to proper performance by the Supplier of its obligations under the Contract.

DELIVERY

5.1 The Goods shall be delivered to the place named on, and in accordance with, the Purchase Order. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Purchase Order and delivery has been accepted by the Purchaser or its authorised representative. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever or howsoever arising and the Supplier shall indemnify and keep indemnified the Purchaser and the Crown in respect of any actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown may suffer or incur as a result of or in connection with any damage or injury (including death) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors.

5.2 Where any access to the premises is necessary in connection with delivery or installation, the Supplier and its sub-contractors shall at all times comply with the reasonable requirements of the Purchaser's Head of Security or other authorised representative.

5.3 The time of delivery shall be of the essence for the purposes of the Contract and failure to deliver by the Delivery Date shall enable the Purchaser (at its option) to release itself from any obligation to accept and pay for the Goods and/or to cancel all or part of the Goods under the Purchase Order, in either case without prejudice to its other rights and remedies.

5.4 The Supplier's failure to effect delivery on the Delivery Date specified shall entitle the Purchaser to purchase substitute Goods and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure.

5.5 Failure by the Purchaser to exercise its options under Conditions 5.3 and/or 5.4 in respect of any part of a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.

5.6 If Goods are delivered before the Delivery Date, the Purchaser shall be entitled to its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the Delivery Date.

5.7 Unless otherwise stated in the Purchase Order, the Supplier is responsible for obtaining and the cost of all the export and import licences for the Goods, and in the case of the Goods supplied from outside the UK, the Supplier shall ensure that accurate information is provided to the Purchaser as to the country of origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.

OWNERSHIP AND RISK

Ownership and risk in the Goods shall without prejudice to any of the rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 8 below) shall pass to the Purchaser on delivery.

DAMAGE IN TRANSIT

7.1 On despatch of any consignment of the Goods, the Supplier shall send to the Purchaser at the address for delivery of the Goods, an advice notes specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.

7.2 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Purchaser shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser provided that:

7.2.1 in the case of damage to such Goods in transit the Purchaser shall within thirty (30) days of delivery give notice to the Supplier that the Goods have been damaged; and

7.2.2 in the case of non-delivery the Purchaser shall (provided that the Purchaser has been advised of the despatch of the Goods) within ten (10) days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

INSPECTION, REJECTION AND GUARANTEE

8.1 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.

8.2 The Supplier shall permit the Purchaser or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at the Purchaser's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.

8.3 The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet the requirements in the Contract. Such notice shall be given within a reasonable time after delivery to the Purchaser of the relevant Goods. If the Purchaser rejects any of the Goods pursuant to this Condition 8.3, the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either:

8.3.1 repair the defective Goods as quickly as possible or (as the Purchaser shall elect in its sole discretion) replace the defective Goods with Goods which comply in all respects with the requirements under the Contract; or

8.3.2 refund to the Purchaser the Price in respect of the defective Goods.

8.4 The Supplier shall guarantee the Goods for a period of twelve (12) months from installation or eighteen (18) months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect in its sole discretion) without cost to the Purchaser.

8.5 Any Goods rejected or returned by the Purchaser pursuant to this Condition 8 shall be returned to the Supplier at the Supplier's risk and expense.

LABELLING AND PACKAGING

9.1 The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order Number, the net, gross and the weights, details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings. The Supplier shall indemnify and keep indemnified the Purchaser and/or the Crown (as appropriate) against all actions, suits, claims, demands, losses, charges, costs, and expenses (including legal expenses and disbursements) which the Purchaser or the Crown (as appropriate) may suffer or incur as a result of or in connection with any breach of this Condition 9.1.

9.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice notes states that such materials will be charged for unless returned. The Purchaser accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser.

INTELLECTUAL PROPERTY

10.1 Except to the extent that the Goods are supplied in accordance with designs provided by the Purchaser, it shall be a condition of the Purchase Order that none of the Goods will infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown (as appropriate) may suffer or incur as a result of or in connection with any breach of this Condition 10.1.

10.2 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing ("Intellectual Property"):

10.1.1 furnished to or made available to the Supplier by the Purchaser pursuant to the Purchase Order are hereby assigned to and shall remain vested solely in the Purchaser; and

10.1.2 the Supplier shall not (except to the extent necessary for the implementation of the Purchase Order) without prior written consent of the Purchaser, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the

Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Purchaser or the Contract in any advertisement without the Purchaser's prior written agreement.

HEALTH AND SAFETY

11.1 The Supplier represents and warrants to the Purchaser that the Supplier has satisfied itself that:

11.1.1 all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied, and installed so as to be safe and without risk to the health or safety of persons using the same; and

11.1.2 that it has made available to the Purchaser adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.

11.2 In any event, the Supplier will comply with the duties imposed on it by the Health & Safety at Work etc Act 1974 or any amendment thereto and of all other statutory provisions, rules, and regulations so far as they are applicable. The Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 11.

INDEMNITY AND INSURANCE

12.1 Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 8 above) the Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors. This clause 12.1 shall survive termination of the contract.

12.2 The Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions.

12.3 The Supplier shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.

12.4 The Supplier shall be liable under the provisions of the Contract (including Condition 12.1) whether or not it complies with the insurance provisions in this Condition 12.

12.5 Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

CONFIDENTIALITY

13.1 The Supplier shall and shall procure that its staff shall keep secret and do not disclose any information of a confidential nature obtained by reason of the Contract except information which is in the public domain otherwise than as required to be by reason of a breach of this Condition 13 or disclosed by law.

13.2 The provisions of this Condition 13 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.

13.3 The parties acknowledge that, except for any information which is declared by the Client to fall within one or more of the exceptions in Clause 12.10, the content of this Contract is not Confidential Information. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Client to publish the Contract in its entirety, including from time-to-time agreed changes to the Contract, to the general public.

13.4 The Client may, at its sole discretion, redact information from the Contract prior to publishing for one or more of the following reasons:

- (a) national security;
- (b) personal data;
- (c) information protected by intellectual property law;
- (d) information which is not in the public interest to disclose
- (e) third party confidential information; (f) IT security; or (g) prevention of fraud.

13.5 The Client may consult with the Contractor to inform its decision regarding any redactions, but the Client shall have the final decision in its absolute discretion.

13.6 The Contractor shall assist and cooperate with the Client to enable the Client to publish this Contract.

TERMINATION

14.1 In the event of a material breach of the Contract by either party, the nonbreaching party may terminate the Contract with immediate effect by notice in writing.

14.2 The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time: -

14.2.1 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order, or the Supplier applies to enter into a voluntary arrangement with its creditors;

14.2.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;

14.2.3 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;

14.2.4 the Supplier is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;

14.2.5 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors; or

14.2.6 the suppliers financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy

14.4 Nothing in this Condition 14 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

ASSIGNMENT AND SUB-CONTRACTING

15.1 The Supplier shall not without the prior written consent of the Purchaser assign or transfer the benefit or burden of the Contract.

15.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.

15.3 Where the Purchaser enters a sub-contract with a supplier or contractor for the purpose of performing the Contract, it shall cause a clause to be included in such subcontract which requires payment to be made to the supplier or contractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the subcontract requirement.

NOTICES

Any notices to be given under the Contract shall be delivered personally or sent by post or by facsimile transmission to the Services Manager (in the case of the Purchaser) or to the address set out in the Purchase Order (in the case of the Supplier). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

THIRD PARTY RIGHTS

The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

SEVERABILITY

If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

WAIVER

No delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

FORCE MAJEURE

Neither party shall be in breach of this contract nor liable for delay in performing, or failure to perform, any of its obligations under this contract if such delay or failure results from events, circumstances or causes beyond reasonable control. If the period of delay or non

performance continues for(weeks or months), the party not effected may terminate this contract by giving.....(number) (days) written notice to the affected party.

LAW AND JURISDICTION

The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts only except that the Purchaser may seek injunctive relief outside such jurisdiction

Appendix H

Modern Slavery Statement

This statement is made on behalf of the INMAT Multi-Academy Trust (company number 10427291) pursuant to section 54(1) of the Modern Slavery Act 2015 and constitutes our slavery and human trafficking statement. This statement relates to actions and activities during the year September 2024 to August 2025.

INMAT recognises that it has a responsibility to take a robust approach to slavery and human trafficking. The organisation is committed to preventing slavery and human trafficking within its activities and to ensuring that its supply chains are free from slavery and human trafficking.

This statement sets out INMAT actions to understand all potential modern slavery risks related to its business and to put in place steps that are aimed at ensuring that there is no slavery or human trafficking in its business and supply chains.

STRUCTURE, BUSINESS, AND SUPPLY CHAINS

INMAT is a multi-academy trust (MAT), The list of our 11 academies can be found on our INMAT website.

Our supply chains are UK based and key supply areas cover catering, maintenance/repairs, agency staff, IT, MIS and Finance.

OUR APPROACH

We work to the highest professional standards and comply with all laws, regulations, and rules relevant to our business. We expect the same high standards from those we work with and are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. We act ethically and with integrity in all of our charitable and business relations.

POLICIES, DOCUMENTATION, AND KEY RELATIONSHIPS

The following key policies and documentation detail our approach to protecting our pupils and staff from modern slavery and ensuring our supply chains are free from modern slavery.

Procurement and Competitive Tendering Policy;

Complaints Policy;

Whistleblowing Policy and Procedure;

Single Central Record (SCR), Personnel Files and Safer Recruitment Procedures;

Child Protection and Safeguarding Policy;

Code of Conduct;

Supplier terms and conditions.

The Board of Trustees have an oversight of the processes and practices embedded within INMAT to reduce Modern Slavery and in ensuring our supply chains which rely on people can demonstrate adherence with local and national laws and regulations, including paying the minimum wage.

IDENTIFYING AND ADDRESSING RISKS

We recognise as a Trust that there are two main avenues of risk through which modern slavery could impact INMAT. The first is through matters of a safeguarding nature which covers child sex exploitation or human trafficking which can directly impact our pupils. This also potentially affects the staff of our contractors. The second is our supply chain and the vendors we contract.

SUPPLY CHAIN

INMAT's procurement regulations set out the requirements we have in relation to our engagement with suppliers. Our suppliers are expected to comply with all local and national laws and regulations. This includes paying their staff the minimum wage, and any on-site staff passing a DBS check. We publish our standard terms and conditions to ensure providers looking to contract with us are aware of our standards. Should suppliers fail to meet our minimum requirements, or be unwilling to make any changes, we may cease to trade with them.

Procurement is subject to internal audit review, as well as assessed by our external auditors annually. We are moving towards the predominance of contracts being appointed via frameworks which meet the requirements of the Modern Slavery Act 2015. In addition, we are utilising tenders across the business with a requirement for Modern Slavery Reporting should the bidders meet the reporting threshold.

We are in the process of conducting a desk-based audit of all our key supplier to identify any areas of risk to the business. We will ensure that our support staff are working with existing and new suppliers through training and understanding of our processes embedded in our procurement practices to prevent modern slavery and human trafficking, and fully understand our duty as a Trust as prescribed in legislation.

SAFEGUARDING

We take safeguarding incredibly seriously in upholding our statutory duties and striving to safeguard staff and pupils through a culture of safeguarding in everything we do. Our Designated safeguarding leads work together to implement policy and secure excellence in safeguarding practice across the Trust. These colleagues are incredibly experienced in this area and model excellent practice for all staff. Through their encouragement, each academy proactively works with the local authorities, the LADO, and local stakeholders to combat safeguarding issues, including child sexual exploitation and human trafficking.

Their good practice is shared amongst the regions and the focus of safeguarding training always includes detailed training about early identification of those at risk of exploitation.

The quality and impact of our safeguarding practice is reviewed at every level of Trust governance. Safeguarding practice is reviewed at every Local Academy Meeting and detailed evaluation is provided to the Chief Executive Officer.

Statutory safeguarding practices and impact on keeping children safe are formally reviewed by the two Regional Safeguarding Leaders and audited through the work of Internal Audit Team.

Safeguarding is an agenda item at every full Board of Trustees Meeting, and we have a named Trustee with portfolio responsibility for Safeguarding.

Our INMAT Child Protection and Safeguarding Policy is reviewed annually by the Executive Leadership Team and the Board of Trustees. It is fully compliant with all statutory requirements and guidance set out in Keeping Children Safe in Education 2024

TRAINING

Members of staff, whether or not they are based in an academy, are provided with the policy and are required to declare annually that they have read and understood the policy. In addition, INMAT also has a Whistleblowing Policy which enables those with concerns about any wrongdoing or breaches of law, to raise these concerns in confidence without fear of disciplinary action.

Throughout the year the annual safeguarding training plan across the Trust includes a detailed focus upon on early identification of those at risk of exploitation and training to help all staff know what to do if they become aware of any potential risks. We are fully satisfied that through our robust safeguarding training that staff could identify and act appropriately for at risk pupils, staff, and contractors.

This is not an area for complacency however and we keep under closely scrutiny and evaluation our safeguarding policy and practice. This enable us to refine and develop excellence in all we do and in this Modern Slavery Statement we recognise the impact of the pandemic is not to be underestimated as we continually enhance the knowledge of our staff to prevent slavery and human trafficking and child sexual exploitation.

We evaluate our processes for raising concerns to ensure that there are clearly identified ways to report concerns of whistleblowing or modern slavery which are available to all users of our estates.

Reporting

To date, no referrals have been made in relation to modern slavery.

Signed:.....
CEO and Accounting Officer for INMAT

Dated:

Approved by the Board of Trustees on

New and Amend Supplier Form

Supplier Form Choose an item.

Date:

Academy Submitting the form:

Modern Slavery Statement sent to Supplier	
Completed Supplier Form	
Completed Appendix A Modern Slavery – Supplier Self-Assessment	
Related or Counter Party Supplier (Do you have a financial interest in this company?) If answered yes, refer to the ESFA Related Party Checklist	
Reason for New Supplier	

Once completed please email to finance@INMAT.org.uk incomplete forms will be returned.

A confirmation email will be sent once the supplier has been set up on PSF, so that you can place your order for the item/service from the new supplier.

Verified by (CENTRAL USE ONLY)	
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Company Name	
Address	
Postcode	
Telephone Number	
Document Emailer email address (Purchase Order email address)	
Remittance Emailer email address (Remittance email address)	
VAT Number	
VAT 126 description (What does the supplier provide/do)	
Name on Bank account	
Bank Account Number	
Sort Code	

APPENDIX A

Modern Slavery – Supplier Self-Assessment

The Modern Slavery Act 2015 requires organisations with a turnover exceeding £36m, which supply goods and services in the UK, to publish an annual statement explaining what they are doing to eliminate slavery from their businesses and supply chains.

To ensure INMAT complies with this legislation each INMAT supplier must confirm acceptance to our Modern Slavery Statement (attached) **regardless** of the company turnover.

Validation required by the Supplier	Yes	No	Further info
1) I certify that I have read and understood INMAT's Modern Slavery Policy.			
2) I certify that all materials incorporated into products and/or services supplied to INMAT comply with the laws regarding slavery and human trafficking of the country or countries in which the Supplier is doing business.			
3) As a company we have our own human rights/slavery policy.			
4) Is the company named above a member of any national professional or trade association or body? If yes please state			
5) Does your company named above hold any additional affiliations, such as Investors in People? If Yes please state			