

Document Control	
Document Title:	UNITED LEARNING PROCUREMENT POLICY
Version:	Version 2
Summary of Changes from Previous Version:	- Procurement Objective updates including Value for money and Procurement Ethics - Quotation and Tender Threshold updates - Endorsing the use of Framework Agreements - Inclusion of Corporate Social Responsibility considerations including Modern Slavery, Social Value and Sustainability Authorisation Thresholds updates
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1. Scope

- 1.1 The policy and procedures set out in this document apply to all non-payroll procurements carried out by the Charities and Companies in the United Learning Group including procurements funded by external grants or donations.
- 1.2 In light of the charitable status of the organisation and its commitments around regularity, propriety, compliance and value for money, the procurement policy, and procedures, outlined in this document are mandatory.
- 1.3 Compliance with this policy will be regularly monitored, for example through review by Internal Audit as part of their school audit programme.
- 1.4 The policy should be read in conjunction with the Lease Policy, the Business Interests, Gifts and Hospitality Policy and the Data Protection Impact Assessment screening form. These documents can be found on the Hub policy portal [here](#).

2. Policy Statement

- 2.1 The Procurement Policy is in place to ensure that the Group's money is used effectively to maximise benefits for pupils as per its charitable objectives, ensuring that high-quality goods and services are purchased in a transparent and economical manner to achieve value for money.
- 2.2 The Group is committed to ensuring that all suppliers are treated equally and without favouritism or bias, and through this policy aims to integrate procurement best practices, tools and resources to guide colleagues in assessing and making buying choices including those that address Environmental, Social and Governance (ESG) factors, as well as improving supplier diversity to support small and medium suppliers, as well as local, regional and national suppliers.
- 2.3 This policy and the procurement procedures and guidance on the Hub adhere to the following principles:
 - i. The current UK Procurement Act laws and regulations.
 - ii. United Learning's Finance Policies.
 - iii. Regularity principles regarding the proper and regular use of charity resources, using public funds as intended by Parliament.
 - iv. The Department for Education's ("DfE's") Academies Trust Handbook ("ATH"). The ATH is a condition of the Trust's funding agreement and provides an overarching framework for implementation of effective financial management and control including delegated authority levels.
- 2.4 The policy is best achieved through the use of "value for money" procurement processes: exceptions must have appropriate justification and approval.



3. Procurement Objectives

Value for Money (VfM)

- 3.1 The principle of VfM is central to our procurement policy on all areas of non-pay expenditure throughout the Group. The objective is to only purchase a product/service if we are confident, it can do the job, we want it to, at the right level of quality and service considering operational needs, delivery, timeliness, and supplier performance.
- 3.2 VfM is defined as the optimal combination of:
- i. Ensuring that the goods or services procured are of high-quality and meet the needs of the end users throughout the life of the contract.
 - ii. Considering all costs associated with the procurement, including initial purchase, maintenance, operation, and disposal costs.
- 3.3 If we have more than one product/service that we are satisfied can do the job we want it to at the right level of quality, the cheapest will represent best VfM. For some procurements there will be multiple products/services that would meet our needs and effective, compliant procurement increases the chances of a good outcome and securing VfM.
- 3.4 This policy aims to achieve VfM through ensuring:
- i. That the goods, services and works purchased satisfy operational requirements and that the techniques employed in all stages of the procurement process are aimed at maximising value for money.
 - ii. That all budget holders and those authorised to make purchases are provided with relevant and up to date information and advice on the current procurement policy, supplier information, agreements and other information deemed necessary to promote and ensure good procurement practice.
 - iii. That all procurement is in line with the school/department approved budget.
 - iv. That unnecessary risk due to non-compliance with procurement laws and regulations is avoided.

4. Procurement Ethics

- 4.1 All staff involved in procurement activities should be aware of the United Learning Professional Code of Conduct which can be found on the Hub policy portal [here](#). and should observe the following:

Relationship with Suppliers and Declarations of interest

- 4.2 Any personal interest, which may impinge or might reasonably be deemed by others to impinge upon impartiality in any matter relevant to procurement duties, must be declared to the Head/Company Secretary for approval before conducting the business.
- 4.3 All employees involved in a procurement decision must complete a declaration conflict of interest form which can be found [here](#).



- 4.4 Colleagues must comply with the Business Interests, Gifts and Hospitality Policy, which can be found on the Hub policy portal [here](#). This covers:
- i. Relationships with suppliers and potential conflicts of interest.
 - ii. Procedures for identifying and managing potential connected and related party transactions.
 - iii. Gifts and hospitality.

Confidentiality of Information

- 4.5 The confidentiality of information received in the course of any procurement activity should be respected, and specific details of suppliers' offers must not be divulged to competitors. The information should never be used for personal gain.
- 4.6 The Group's confidential information and intellectual property must be protected. Where suppliers are given access to sensitive information the supplier should be asked to sign a separate confidentiality agreement (this can be obtained from the Company Secretary - Company.Secretary@unitedlearning.org.uk) in addition to the standard terms and conditions.
- 4.7 Where personal data is to be shared as part of a procurement process with a supplier a Data Protection Impact Assessment ("DPIA") must be carried out in advance. The DPIA policy can be viewed [here](#). A Data Processing Agreement will also be included in the contract award documentation.

Regularity

- 4.8 In order to adhere to our principles and commitments around regularity, propriety, compliance and value for money, procurement processes **must** ensure that:
- i. spending has been for the purpose intended and there is propriety in the use of public funds including in relation to any actual or perceived conflicts of interest.
 - ii. spending decisions represent value for money.
 - iii. internal delegation levels are applied.
 - iv. a competitive procurement procedure is in place and incorporated into the Group's financial framework, and the procurement rules and thresholds in the current Procurement Regulations and Find a Tender service are observed
 - v. professional advice is obtained where appropriate.

5. Environment, Social and Governance (ESG)

Social Value

- 5.1 The Social Value Act came into force on 31 January 2013. It requires colleagues to consider how they can also secure wider social, economic and environmental benefits throughout any procurement process, colleagues should consider whether the services they are going to buy, or the way they are going to buy them, could secure wider social, economic and environmental benefits.



- 5.2 Suppliers' social value credentials should be evaluated based on their responses to questions in a tender submission. All bidders should be asked to set out what ESG values they will deliver and how they will deliver it, and it is this information that will be scored in tender bid evaluations.

Sustainability

- 5.3 The Group is committed to ensuring sustainability in its supplier chain and will include relevant sustainability criteria in its contracts. Information can be found [here](#).
- 5.4 The Group's aim is increasingly to work with suppliers who align to our ESG values and are also working to minimise their environmental impact. We are committed to reducing our carbon emissions, including through our purchasing and the influence we can have over our supply chain.
- 5.5 Taking steps towards reducing our environmental impact by considering what we buy (and whether we buy it) is as important as how we buy it from a sustainability perspective. We and our suppliers should always consider whether we can achieve the same objective by buying differently or buying less.
- 5.6 We are committed to working with our suppliers to improve our understanding of the scope 1 and scope 2 emissions associated with our purchases and to reduce those emissions. We will do this primarily through contract terms requesting Management Information data which tracks & monitors their direct carbon emissions (scope 1 and 2). In time, we expect suppliers to also be tracking their indirect emissions from their supply chain (scope 3).

Modern Slavery Act

- 5.7 Tenders for the supply of goods and services should include compliance with the Modern Slavery Act as a condition or criterion in the tender specification document. During the tender process there must be checks on the supplier's ethical trading policies and codes of conduct where there is a risk of modern slavery (for example in technology and school uniform supply chains).

6. Procurement Routes

Quotation and Tender Thresholds

- 6.1 Where there is no contract or preferred supplier in place for goods and services, both at schools and centrally, quotations must be sought or a tender carried out prior to an order being placed based on monetary thresholds as set out below:

Capital Thresholds £s (ex VAT)	Group Procedure	Operational Thresholds £s (ex VAT)	Group Procedure
0 – 9,999	Obtain a minimum of one written quotation or use a framework agreement	0 – 4,999	Obtain a minimum of one written quotation or use a framework agreement



10,000 – 49,999	Obtain 3 or more written quotations or use a Framework agreement	5,000 – 49,999	Obtain 3 or more written quotes or use a Framework agreement
50,000 – 99,999	Run a Request for Quote (RFQ) inviting 3 or more suppliers or use a Framework agreement	50,000 – 99,999	Run a Request for Quote (RFQ) inviting 3 or more suppliers or use a Framework agreement
100,000 – 4,447,447	Tenders to be invited or use a Framework agreement	100,000 – 177,898	Run a tender process or use a Framework agreement
From 4,447,448* (academies only)	Above public procurement threshold tender to be invited or use a Framework agreement	From 177,898* (academies only)	Above public procurement threshold tender process or Framework agreement

- * The UK regulations governing public contracts are revised every two years. If the thresholds in the table above differ from the UK regulations governing public contracts, then the [published thresholds](#) take precedence

Definitions

- 6.2 *A minimum of one written quotation* - means contacting at least one company and receiving at least one written return.
- 6.3 *Obtain 3 or more written quotations* - means contacting a minimum of three companies and to have received at least three written returns. In emergency situations or where three quotes cannot be obtained after contacting further companies, central approval must be sought.
- 6.4 *Request for Quote (RFQ)* – means contacting a minimum of three companies, assessing their suitability on the basis of both quality and cost. Should only one RFQ return be received, the supplier should be treated and act as though they are still in a competition and contract award can be made if they can reassure the RFQ return meets the requirements and represents value for money.
- 6.5 *Tenders to be invited* - means issuing an Invitation to Tender (ITT) to a minimum of three companies, assessing their suitability on quality and cost. Should only one tender return be received, the supplier should be treated and act as though they are still in a competition and contract award can be made if they can reassure the tender return meets the ITT requirements and represents value for money.
- 6.6 *Above public procurement threshold tender* - means issuing an Invitation to Tender (ITT) in line with all public procurement regulations through a competitive procedure, assessing the bidder's suitability on quality and cost. Should only one tender return be received, the supplier should be treated and act as though they are still in a competition and contract award can be made if they can reassure the tender return meets the ITT requirements and represents value for money.



- 6.7 **Use a Framework agreement** - means selecting suppliers from a pre vetted list where they have already been through a compliant tender process in line with the framework rules. Should only one tender return be received from the framework suppliers, the one supplier should be treated and act as though they are still in a competition and contract award can be made if they can reassure the tender return meets the ITT requirements and represents value for money.

Exemptions from procurement routes

- 6.8 If the procurement routes cannot be met within the thresholds stated a documented [Procurement waiver form](#) must be submitted to justify the single source. This must be approved in line with the Scheme of Delegation.

Framework Agreements

- 6.9 We recommend the use of a [Framework Agreement](#) to contract suppliers. These are arrangements that schools and central office can compliantly contract with suppliers. The benefits of Frameworks are that they have already been through a competitive tender process and should have favourable terms and conditions. In addition, framework providers offer advice and support, with a select few offering end-to-end tendering support free of charge. The framework terms and criteria differ from one framework to the next and so their rules of engagement should be reviewed in full prior to using.
- 6.10 Depending on the framework agreement chosen, you should either award the contract directly to the most advantageous supplier or run a further selection process (often known as mini competition) between listed suppliers. Further details are available on the support page on the Hub via the following (link).

7. [Contract Agreement / Terms and Conditions](#)

- 7.1 Contracts should be entered into using the Group's standard Terms and Conditions available on the [Hub](#). There may be certain exceptions to using these, for example where an established Framework Agreement has its own terms and conditions, or access to specific software requires it.
- 7.2 Following the identification of the most favourable supplier whether by best value, quotation or tender, consistent with the thresholds identified below, contracts can only be awarded by those officers detailed within the approved Authorisation thresholds in 9.7.
- 7.3 Schools and central office must maintain a contract register, outlining when all contracts are expiring and when procurement processes need to commence. This control will ensure that procurements are run to schedule, notices are given on time, and you are able to identify expenditure with suppliers that is at risk of exceeding threshold.

8. [Defining the Value of a Contract](#)

- 8.1 It is important that contract value is properly assessed so that the correct procurement routes are used in order to ensure VfM.



- 8.2 If you do not know what the exact spend is going to be over the life of the contract, you must estimate an average annual spend (by on for example market knowledge, contract values plus inflation) and multiply by the required duration of the contract.
- 8.3 The contract duration should include any extension clauses.
- 8.4 In the majority of cases contracts should be no more than 5 years in duration, apart from in exceptional circumstances as agreed by the Head of Procurement.
- 8.5 The contract value / procurement threshold is the aggregate sum planned to be spent over the life of the contract. This is to ascertain if the contract falls into the next threshold and hence require a different treatment e.g. a four-year contract for the maintenance of a piece of equipment valued at £60,000 per annum would require an Above Threshold Tender as the aggregate value would exceed £177,898 (ex VAT) and exceed the Above Tender Thresholds. If the value of a contract is estimated to be approaching Above Threshold Tender levels a full public tender must be carried out.
- 8.6 Contracts with one supplier must not be divided into smaller lots to reduce the value.
- 8.7 During a contract term if the expenditure is reaching or has exceeded the procurement threshold then action must be taken to re-procure the goods/services in a compliant manner.
- 8.8 Supplier contracts are legally binding documents and often suppliers require a Companies House listed Director or Company Secretary to sign on behalf of the Group. The required signatory should be agreed with the supplier during the contract negotiations.

9. Financial Principles

- 9.1 Any Goods, Services or Works purchased must be a defined business use, necessary and suitable for a business purpose that is in accordance with the Group's strategies and objectives. United Learning operates a system of devolved procurement authority under which Heads and Executives are responsible for the planning and decision-making process within the management of their allocated budgets. This authority may be further delegated to budget holders.
- 9.2 All land and property purchases, whether leasehold or freehold must be approved by the Group Board.

Financing options

- 9.3 When considering financing options - outright purchase, hire, rent or leasing, an option appraisal must be completed to ensure VfM. The evaluation must compare and demonstrate the financial benefits and costs of hiring, renting or leasing as opposed to outright purchase.
- 9.4 Schools and academies must not enter into borrowing arrangements, as these can only be entered into at Group level and in accordance with DfE regulations and United Learning's banking terms.



Leases

- 9.5 Leases are legally binding contracts that financially obligate United Learning. Schools and central office departments **may not** individually enter into leases/sign lease agreements. Leases can only be signed by Trustees and the Company Secretary.

Please refer to United Learning **Leasing Policy** for more information [here](#).

Traceability of Expenditure

- 9.6 An audit trail must be maintained for all purchases regardless of the method of acquisition, whether that is a quotation process, framework call off or tender procedure.

Authority Thresholds to approve a purchase

- 9.7 The Board of Trustees has delegated authority to approve purchases at the following thresholds:

Capital Thresholds £s (ex VAT)	Operational Thresholds £s (ex VAT)	School	Central Office
5,000 – 19,999	5,000 – 19,999	Finance Business Partner/Exec Business Manager	Executive department Owner
20,000 – 99,999	20,000-199,999	Director of Finance (Independent / Academies as appropriate) or Group Financial Controller	Executive department Owner
100,000 – 249,999	200,000 – 499,999	Chief Financial Officer	Chief Finance Officer
250,000 – 499,999	500,000 – 799,999	Executive Board member (including CFO and CEO)	Executive Board member (including CFO and CEO)
From 500,000	From 800,000	Finance Committee (Trustees)	Finance Committee (Trustees)

- 9.8 The approval of authorisation thresholds on the accounting system for regularly procured and budgeted items i.e. catering contract, cleaning contract, trips, examinations, can be delegated by the CFO to the Finance Business Partner.
- 9.9 In addition to the above, a capital expenditure form must be submitted on United Hub [Here](#) by the relevant personnel prior to the purchase of any fixed assets over a value of £10,000.

Payment in Advance

- 9.10 Payment in advance is strongly discouraged, except for Credit Card purchases, software licenses and prebooked school trips, as it represents an unacceptable risk to funds. Financially stable



suppliers will not require advance payment. All requests for payments in advance have to be approved by the Chief Financial Officer or Group Financial Controller.

Delivery of goods

- 9.11 In order to prevent fraud and inappropriate use of the Charitable Group funds, all goods purchased must be delivered to a United Learning school or office.

Taxation

- 9.12 Procurement decisions must be made independently of any tax advantages that may arise from a particular bid, and the following should be adhered to:

- Avoid contractors using offshore jurisdictions, consistent with EU and other international.
- obligations and the government's stated objectives on tax transparency and openness.
- Be vigilant in not facilitating tax arrangements with suppliers or their agents that are detrimental or disadvantageous to the Exchequer.
- Public procurement projects involving the transfer of real estate or assets that are likely to appreciate in value can often give rise to specific tax issues, in particular liability to capital gains tax. If you are negotiating with bodies that wish to structure procurement proposals in this way, refer this to the CFO who will consult the Treasury and HMRC at an early stage to identify the likely tax implications and assess the proposal for propriety generally.

10. Data Protection

Retention of Documents

- 10.1 Schools and central office should retain documents for the periods noted below:

Copies of successful quotations/tenders	7 years or life of contract
Copies of unsuccessful quotations/tenders	3 years
Copies of agreements signed underhand	Last payment on the contract + 7 years
Originals of signed construction related documents held by Central Office Company Secretarial	Last payment on the contract + 7 years
Originals of sealed documents held in Central Office Company Secretarial	Last payment on the contract + 13 years
<i>*Agreements must be retained beyond the destruction date if there is a notified dispute.</i>	



Information Security

- 10.2 All suppliers or third parties that require access to personal data held by United Learning as part of the service they provide must be subject to a contract that complies with Article 28 of the General Data Protection Regulation (GDPR) and comply with the requirements set out in Article 32 GDPR. Please refer to the United Learning Personal Data Sharing policy and consult the Data Protection Lead at your school / central office. A Data Protection Impact Assessment must be carried out, the contract must be signed, and evidence of compliance must be obtained prior to any data being shared or systems being accessed. During the term of the contract, it must be monitored and reviewed to ensure that information security requirements are being satisfied. In the event of the contract being transferred or terminated, appropriate provisions must be in place to ensure the continued security to information and systems. Suppliers/third parties will be asked where appropriate to demonstrate their compliance with the policies.

