

CENTRAL SCOTLAND JOINT POLICE BOARD

STANDING ORDERS RELATING TO MEETINGS

SCHEME OF DELEGATION TO OFFICERS

FINANCIAL REGULATIONS

STANDING ORDERS RELATING TO CONTRACTS

CONTENTS

	Page
PART I Standing Orders relating to Meetings	3
PART II Scheme of Delegation (Officers)	25
PART III Financial Regulations	31
PART IV Standing Orders relating to Contracts	45
APPENDICES Appendix 1 – The Councillor’s Code of Conduct	
Appendix 2 - List of Sub Committees of the Board	

PART I

STANDING ORDERS RELATING TO MEETINGS

SECTION I - PRELIMINARY MATTERS

1. APPLICATION OF INTERPRETATION ACT 1978

The Interpretation Act 1978 shall apply to the interpretation of these Standing Orders as it applies to the interpretation of an Act of Parliament.

2. DEFINITIONS

In these Standing Orders, unless the context otherwise demands, the following terms shall have the undernoted meanings:-

“The 1967 Act” means the Police (Scotland) Act, 1967.

“The 1973 Act” means the Local Government (Scotland) Act, 1973, as amended.

“The 1975 Act” means the Local Government (Scotland) Act, 1975.

“The 1985 Act” means the Local Government (Access to Information) Act, 1985.

“The 1994 Act” means the Local Government Etc. (Scotland) Act, 1994.

“The Order” means The Central Scotland Combined Police Area Amalgamation Scheme Order, 1995, as amended.

“The Board” means Central Scotland Joint Police Board constituted by virtue of and incorporated under the Order.

“The Board Convener” means the Convener of the Board duly appointed in accordance with the Order.

“The Board Vice-Convener” means either of the two Vice-Conveners of the Board duly appointed in accordance with the Order.

“Councillor” means a member of the Board duly elected at an election or by-election, and who has made and delivered to the Proper Officer of the Council a Declaration of Acceptance of Office to his/her constituted authority in accordance with Section 33A of the 1973 Act.

“The Councillors Code of Conduct” means the Statutory Code of Conduct under the Ethical Standards in Public Life etc. (Scotland) Act 2000.

“Clerk” means the person attending a meeting to act as Clerk to the Board.

“Pecuniary interests” mean those interests whether direct or indirect which satisfy the prescribed information detailed in the Councillors Code of Conduct.

“General notice of pecuniary interests” means a notice required to be given by a Councillor to the Proper Officer in terms of and in accordance with the time limits contained within the Councillors Code of Conduct.

3. COMMENCEMENT

- (1) These Standing Orders shall apply and have effect on and from subject to such further amendments as may be made by the Board from time to time in terms of Standing Order 4 below.

4. SUSPENSION AND ALTERATION OF STANDING ORDERS

- (1) No Standing Order will be suspended at any meeting except upon a motion, moved and seconded and put to the meeting without amendment, provided that such motion will not be carried unless it secures the votes of at least two thirds of the Councillors being present and voting at the meeting and an absolute majority of the Board.
- (2) It will not be competent at any meeting of the Board to rescind or alter any of these Standing Orders except upon a Resolution to that effect on a notice given at a previous ordinary meeting of the Board provided that the Clerk will submit to any meeting of the Board a Report on any new Standing Order or alteration to any existing Standing Order which appears to be required in consequence of any decision regarding the conduct of business which has been taken by the Board and Standing Orders may be amended accordingly as the Board may determine.
- (3) This Standing Order will not be capable of suspension.

SECTION II - CONSTITUTION, APPOINTMENT AND MEETINGS OF THE BOARD

5. (A) CONSTITUTION OF JOINT POLICE BOARD

- (1) The Order constituted for the purposes of Section 19(2)(c) of the 1967 Act in relation to Central Scotland Police a joint police board consisting of 11 members appointed from the membership of the constituent authorities as follows:-
 - (a) 3 appointed by Stirling Council;
 - (b) 2 appointed by Clackmannanshire Council; and
 - (c) 6 appointed by Falkirk Council.
- (2) The Board shall be incorporated with a common seal and shall be known as the Central Scotland Joint Police Board.

(B) APPOINTMENT OF MEMBERS OF THE BOARD AND PERIOD OF OFFICE

- (1) For the purpose of making the necessary arrangements for the Board entering fully upon its duties on the appointed day, the first appointment of the Members of the Board shall be made by each constituent authority as soon as is practicable after 31 October 1995.
- (2) Subject to paragraph 5(C) below, each of the Members first appointed shall hold office from and after the date of appointment by whichever of the constituent authorities appointed him until the first meeting of that constituent authority after the second ordinary election of Board Members in 1999.
- (3) Subject to sub-paragraph (2) above, the Members of the Board shall be appointed by each constituent authority at the first meeting of that authority after the second ordinary election of Board Members in 1999 and at the first meeting of that authority after each succeeding ordinary election of Board Members.
- (4) Subject to sub-paragraph (2) above and paragraph 5(C) below, Members of the Board shall hold office for the period from the date of their appointment until the first meeting of the constituent authority appointing them after each ordinary election of Board Members.
- (5) The proceedings of the Board shall not be invalidated by any vacancy or vacancies among its Members or by any defects in the method of appointment of any of its Members.
- (6) Any Member of the Board may be represented at any meeting of the Board by substitute Member appointed in accordance with sub-paragraph (7) below.
- (7) A constituent authority may, subject to sub-paragraph (9) below appoint one of its Members to be a substitute Member for any Member of the Board who is also a member of that authority.

- (8) A substitute Member shall have the same powers at a meeting of the Board as the Member whom he is representing would have had at that meeting.
- (9) A person may not be appointed as a substitute Member of the Board if he is a Member of the Board.

(C) CESSATION OF MEMBERSHIP OF THE BOARD

- (1) On any Member of the Board ceasing to be a member of the constituent authority which appointed him he shall cease to be a Member of the Board.
- (2) A Member of the Board may resign his membership at any time. Such resignation shall -
 - (a) be in writing;
 - (b) be intimated to the head of the paid service of the constituent authority by which he was appointed and to the Clerk to the Board; and
 - (c) take effect on the date on which the Clerk to the Board receives such intimation or on such later date as may be specified in that intimation.
- (3) A Member of the Board who resigns his membership shall cease to be a Member of the Board on the date on which his resignation takes effect.
- (4) A Member of the Board shall cease to be a member of the Board if and when the constituent authority by which he was appointed so decides.
- (5) If any person ceases to be a Member of the Board, the constituent authority which appointed him shall as soon as possible appoint a member in his place unless in the opinion of the constituent authority the appointment should be deferred until the next appointment of Members of the Board.

(D) CONVENER AND VICE-CONVENER

- (1) The Board shall appoint from its membership a Convener and one or more Vice-Conveners, but it shall not be competent for -
 - (a) the Convener to be a member of a constituent authority of which any Vice-Convener is a member; or
 - (b) a Vice-Convener to be a member of the constituent authority of which any other Vice-Convener is a member.
- (2) The Convener and any Vice-Convener shall each hold office, if he continues to be a Member of the Board, from the date of his appointment until the next ordinary appointment of Members of the Board except where his appointment is terminated by the Board.
- (3) Subject to sub-paragraph (4) below, the Convener, or in his absence, a Vice-Convener, shall preside at all meetings of the Board.

- (4) If all of the persons appointed under sub-paragraph (1) above are absent from any meeting of the Board, all Members present shall appoint a substitute convener to preside at that meeting.

6. OFFICERS OF THE BOARD

- (1) The Board shall appoint a Clerk and a Treasurer.
- (2) The Clerk and the Treasurer shall hold and vacate office as such in accordance with the terms of the instruments by which they are respectively appointed and, notwithstanding the terms of the instrument of appointment, the Board may terminate their appointment at any time.
- (3) The Board may appoint other staff as may be required for the discharge of the functions of the Board under this Scheme.

7. ORDINARY MEETINGS

All meetings of the Board shall be held in Police Headquarters, Randolphfield, or at such other place as the Board, or the Convener, may direct and will take place at such hours and on such days as the Board may determine.

8. SPECIAL MEETINGS

A Special Meeting of the Board may be called at any time:

- (i) by the Convener or
- (ii) on the requisition in writing specifying the business proposed to be transacted and signed by at least one-fourth of the whole number of Members of the Board (not less than three), which meeting will be held within fourteen days of receipt of the requisition by the Clerk.

9. NOTICE OF MEETING

(1) Public Notification

Public notification of meetings shall be given by the Clerk, in accordance with the provisions of the 1973 Act, as amended, by posting a notice at the constituent authorities' Offices at least three clear working days before the meeting or, if the meeting is convened at shorter notice, then at the time the meeting is actually convened.

The Notice of Meeting shall comprise:-

- (a) notification of the date, time and place of the meeting, and

(b) notification of the list of items of business to be transacted on an agenda.

(2) Notice to Board Members

Notice of meetings shall be given by the Clerk to all Board Members, in accordance with the provisions of the 1973 Act as amended by posting or delivering to them at their usual place of residence, or at such other address as may be notified to the Clerk in writing, at least three clear working days before the meeting, the following:-

- (a) notification of the date, time and place of the meeting;
- (b) notification of the list of items of business to be transacted on an Agenda;
- (c) copies of Reports associated with every Agenda item.

(3) Notice to the Press and Public

Notice of meetings shall be given by the Clerk to the press and to the public, in accordance with the provisions of the 1973 Act, as amended, by having posted or delivered copies of the items specified in Standing Order 9(2) above to the head office of local newspapers and to public outlets owned by the Board, at least three clear working days before the meeting. Provided always that no Report containing Part II or Part III information as defined in Standing Order 10(2) below shall be made available for public inspection.

10. THE AGENDA

- (1) Each Agenda item shall be accompanied by a Report, signed by the Chief Constable or an Officer of the Board, in the standard style determined by the Clerk and copies of the Agenda and accompanying Reports shall be open to inspection by members of the public at the offices of the constituent authorities at least five clear working days before the meeting, except where (1) the meeting is convened at shorter notice, in which case the Agenda and Reports shall be available for public inspection from the time the meeting is convened or (2) any Report contains exempt information to which the provisions of Section 50A(4) of the 1973 Act apply.

No business other than that specified on the Agenda shall be transacted except business certified by the Convener as a matter of urgency, in which event there shall be laid on the table a Report which complies with the provisions of these Standing Orders.

- (2) The Agenda shall be divided into the following parts:-

PART I Unrestricted Items: to which the provisions of Section 50A(1) of the 1973 Act shall apply permitting full public inspection.

PART II Exempt Items: to which the provisions of Section 50A(4) of the 1973 Act shall apply; which will state which category of exempt information is contained within the Report in terms of Schedule 7A of the 1973 Act, thereby permitting exclusion of the public during consideration of the item following a resolution of the meeting to that effect.

PART III Confidential Items: to which the provisions of Section 50A(2) of the 1973 Act shall apply which require the exclusion of the public during consideration of the item.

- (3) All Reports from Officers intended for inclusion on an Agenda for a meeting of the Board shall be received by the Clerk as early as possible and in any event no later than noon on the day before the day on which the notice of meeting falls to be issued.

11. NON-ATTENDANCE OF MEMBERS

- (1) Should a Member of the Board be unable to attend a meeting for whatever reason, he/she may tender his/her apologies either by intimating them to the Clerk in advance of the meeting or by another Board Member doing so prior to the commencement of business, and these apologies only shall be incorporated in the minute of the meeting.
- (2) Subject to the provisions of the 1973 Act, if a Board Member fails throughout a period of six consecutive months to attend any meeting of the Board (or any Sub-Committee thereof), the Clerk will, unless such Board Member has been granted leave of absence by the Board, inform the Board, who will consider whether the failure to attend was due to some reason approved by them, and failing their being satisfied as to the cause of such failure, the Board Member will cease to be a member of the Board.

12. PERSON PRESIDING AT MEETINGS OF THE BOARD

The Convener, or the person presiding over any meeting in the absence of the Convener in terms of standing order 5(D) shall have the following duties:-

- (i) To preserve order and to secure that every Board Member shall obtain a fair hearing. If in his/her opinion a speech is irrelevant (s)he shall have power to call upon such Board member to resume his/her seat. (S)He may, and if requested by any Board Member, shall ask the mover of a motion or of an amendment to state its terms and (s)he shall thereupon decide as to its competency. The Convener's decision on all matters of order, procedure, competency and relevancy shall be final. (S)He shall be entitled in the event of disorder to adjourn the meeting to a time (s)he may then fix, and his/her quitting the Chair shall be the signal that the meeting is so adjourned. When (s)he speaks, the Board Member who is addressing the meeting shall immediately resume his/her seat and deference shall at all times be paid to the authority of the Convener.
- (ii) To certify that an item of business which does not appear on the Agenda shall be considered at the meeting as a matter of urgency and to state the special circumstances which lead him/her to the opinion that the matter is urgent.

- (iii) To decide whether permission should be granted for the taking of photographs of the proceedings, or for the filming or recording of the proceedings whether for television, radio or radio transmission, or any other means.

13. QUORUM

- (1) At all meetings of the Board, the quorum shall be four Members, provided that the Members present shall not all be Members appointed by the same constituent authority. If, within fifteen minutes after the time appointed for the meeting, a quorum is not present, the meeting will stand adjourned, and the minute of the meeting will disclose this fact. If, at any time after a meeting has commenced, a question arises as to the presence of a quorum, the Convener shall suspend the proceedings. If, after the lapse of five minutes, the Convener finds that no quorum is present, (s)he will adjourn the meeting to such other date and time as may be fixed, and any business not considered at the first meeting will be postponed to and considered at the next meeting.

14. PUBLIC ACCESS TO MEETINGS

- (1) Subject to Paragraphs (2) and (3) below, every meeting of the Board shall be open to the public. The provisions of this Paragraph shall be without prejudice to the Board's powers of exclusion in order to suppress or prevent disorderly conduct or other misbehaviour at a meeting, and the Board may exclude or eject from a meeting a member or members of the public whose presence or conduct is impeding or is likely to impede the work or proceedings of the Board. Without prejudice to the foregoing generality, if a member of the public interrupts the proceedings at any meeting, the Convener may warn him/her. If the member of the public continues the interruption, the Convener may order his/her removal from the place in which the meeting is being held. In the case of general disturbance in any part of the meeting place open to the public, the Convener may order that part to be cleared.
- (2) The Board may by resolution at any meeting exclude the public therefrom during consideration of any item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that, if members of the public were present, there would be a disclosure to them of exempt information as defined in Schedule 7A to the 1973 Act.
- (3) The public shall be excluded from a meeting of the Board during consideration of an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that, if members of the public were present during consideration of that item, confidential information within the meaning of Section 50A(2) of the 1973 Act would be disclosed to them in breach of the obligation of confidence.

15. CONDUCT OF MEMBERS

- (1) In the event of any Board Member at a meeting of the Board disregarding the authority of the Convener or being guilty of obstructive conduct, the Board, on the motion of any Board Member, and with the support of a majority of the Board Members present, shall suspend such Board Member for the remainder of the sitting. The motion to suspend shall be put without discussion and, if carried, the Officers of the Board shall act on such orders as they may receive from the Convener in pursuance of such resolution.
- (2) All Board Members in transacting business at any meeting of the Board shall have regard to the Councillors Code of Conduct (Appendix A hereto) which represents the standard against which Board Members will be judged both by the public and by fellow Board Members.

16. DECLARATIONS OF INTEREST AND EXCLUSION OF MEMBERS FROM MEETINGS

- (1) Board Members shall require to consider the terms of the Councillors Code of Conduct, to declare interests in accordance with the code and to exclude themselves from participation in discussion and voting as appropriate and as prescribed. In advance of any meeting, the advice of the Proper Officer should be sought on the terms of the Code and how it may affect the conduct of any Board Member in any particular circumstances.

**SECTION III - ORDER AND CONDUCT OF BUSINESS
AT MEETINGS OF THE BOARD**

17. ORDER OF BUSINESS

The business of the Board at ordinary meetings shall proceed in the following order and subject to its division into Parts I, II and III as referred to in Standing Order 9(2) above, except that any item of business on the Agenda may be taken out of its order by the direction of the Convener:-

- (1) The sederunt shall be taken by way of calling the roll and any apologies intimated and noted.
- (2) The minutes of the last ordinary meeting and of any special meeting of the Board since held shall be held as read, corrected if need be and approved.
- (3) Questions submitted in accordance with Standing Order 24 below.
- (4) Reports from Sub-Committees.
- (5) New business.
- (6) Motions of which notice has previously been given in accordance with Standing Order 22 below shall be considered in the order in which such notices were received by the Clerk.
- (7) Business required by statute to be disposed of at the meeting, including authority for execution of deeds.

Letters, Reports, applications and other business shall, subject to the provisions contained in the preamble to this Paragraph, be considered in the order in which they appear on the Notice of Meeting.

18. MINUTES

The Clerk shall compile and keep the minutes of the meeting of the Board (and all Sub-Committees thereof). The Convener or other Convener of the Board Meeting shall sign the minute of the previous Ordinary Board Meeting and of any Special Board Meeting on their approval.

19. RULES OF DEBATE - MOTIONS AND AMENDMENTS

- (1) Every motion and amendment shall be moved, seconded and reduced to writing and read by the Clerk to the meeting before it is further discussed or put to the meeting.
- (2) Motions or amendments made but not seconded shall not be discussed or inserted in the minutes. When a motion or amendment has been moved but not seconded, the

mover may require his/her dissent in respect of a decision taken on the item of business to which the motion or amendment relates to be entered in the minute.

- (3) Except when the vote is taken by roll call, any member who finds him/herself in a minority of one will, if so requested, have his/her dissent recorded in the minute.
- (4) A motion or amendment once made and seconded shall not be withdrawn or amended without the unanimous consent of the meeting.
- (5) Every amendment shall be relevant to the motion on which it is moved, and the Convener shall have power to rule out of order any amendment which (s)he may consider irrelevant or which in his/her opinion is substantially the same as the motion or another amendment.
- (6) A motion for the approval or amendment or rejection of a Report shall be considered as an original motion and any motion to the contrary shall be dealt with as an amendment.
- (7) Whenever an amendment upon an original motion has been moved and seconded, no second or subsequent amendment shall be moved until the first amendment shall have been voted upon and disposed of provided that notice of further amendments shall have been given before the original vote is taken.
- (8) The Clerk shall read out to the meeting the terms of the motion and the amendment, and shall thereafter call firstly for votes for the amendment and subsequently for votes for the motion. The Clerk shall then announce the result of the vote on the basis of a simple majority of those voting.
- (9) If an amendment is rejected, other amendments of which previous notice has been given may be moved on the original motion and, if any such amendment be moved and seconded, voting shall proceed as stated in Standing Order 19(8) above.
- (10) If an amendment be carried, it shall become the question upon which any further amendment, of which previous notice has been given, may be moved and, if any such further amendment be moved and seconded, voting shall proceed as stated in Standing Order 18(8) above.
- (11) A Board Member shall, when speaking to any issue, address the Convener. If two or more Board Members at the same time indicate to the Convener that they wish to speak the Convener shall give precedence to the Board Member whom (s)he first observed as wishing to speak, subject to Standing Order 19(8) above.
- (12) No Board Member shall be allowed to speak save to a distinct and competent motion before the meeting or any amendment thereon, and no Board Member shall be permitted to speak more than once on any subject before the meeting (save by leave of the Convener to ask a question or give an explanation) except the mover of the original motion who shall have a right of reply but who, in so doing, shall not introduce any new matter.
- (13) After the Clerk has announced the issue on which a vote is to be taken and has started to take the vote, no Board Member shall be permitted to offer an opinion, ask

a question or otherwise interrupt the proceedings, until the result of the vote is declared.

- (14) A Board Member will direct his or her speech strictly to the motion under discussion or to a question of order, or to a personal explanation.
- (15) A Board Member who has spoken on any original motion will not speak again while it is the subject of debate, except:-
 - (i) if the motion has been amended since he or she last spoke and is the subject of a further amendment; or
 - (ii) in the exercise of a right of reply; either at the close of the debate as the mover of an original motion; or as the mover of a motion as amended on any further amendment at the close of the debate on that further amendment. The reply will be strictly confined to matters raised by previous speakers and will not introduce any new matter into the debate; or
 - (iii) on a point of order or to make a personal explanation.
- (16) A Board Member moving or seconding a motion or amendment or the mover of a motion in reply will not speak for more than ten minutes except with the consent of the Convener. Other Board Members taking part in the discussion on the motion or amendment will not speak for more than five minutes unless with the consent of the Convener.
- (17) After the mover of an original motion or a motion as amended has spoken in reply no other Board Member may speak to the question which will then be put by the Convener.
- (18) In the event of persistent misconduct of a Board Member by disregarding the ruling of the Convener, or behaving improperly or offensively, or wilfully obstructing the business of the Board, the Convener may take any of the following courses either separately or in sequence:-
 - (a) direct the Board Member to refrain from speaking during the remainder of the debate on the matter under discussion.
 - (b) move that the Board Member be not further heard which motion will not require to be seconded, will be put to a simple vote without discussion, and if carried the Board Member named shall not speak further at that meeting.
 - (c) move that the Board Member should leave the meeting, which motion will not require to be seconded, will be put to a simple vote without discussion and if carried the Board Member named will immediately leave the meeting.
 - (d) adjourn the meeting for such period as seems expedient to the Convener.

The foregoing is without prejudice to the terms of Standing Order 16(1) above.

20. VOTING

- (1) Subject as hereinafter provided, voting shall normally be by a show of hands, but, if not less than one quarter of the Board present and voting so request, the name of each Board Member voting or declining to vote shall be recorded in the minute by the Clerk by calling the roll of Members. Further, if the Board so decide, voting shall be by ballot which shall be undertaken by the Clerk to ensure the secrecy of the vote. A decision to proceed by ballot shall require a majority of those present and voting before the ballot may be undertaken.
- (2) The Convener shall have a casting vote in addition to his/her deliberative vote in cases of equality, except in relation to the appointment of a Member of the Board to any particular office or Sub-Committee in which case the decision shall be by lot, which shall be conducted by the Clerk.
- (3) In the case of an election, selection or appointment of a Board Member to any office or position to be filled by the Board, where the number of candidates nominated exceeds the number of vacancies, the Board Member to be elected, selected or appointed shall be determined by a vote in which each Board Member shall vote for one candidate only, the vote being put to the meeting in the order in which nominations have been proposed and seconded.
- (4) Where any one candidate has an absolute majority, (s)he shall be declared as elected.
- (5) Where, after the first vote in accordance with Standing Order 19(3) above, there is an equality of votes for two or more candidates, the candidate to be elected shall be decided by lot, which shall be conducted by the Clerk.
- (6) For the purposes of clarification, where voting takes place on an Agenda item where third party interests are affected, or where appointments are being made in accordance with Standing Order 19(3) above, only those Board Members who have been present during the whole of the discussion shall be entitled to participate in the vote.

Absences for very brief periods during consideration of business shall be disregarded in these situations. In all other cases, Board Members shall be entitled to participate in a vote who have been in attendance during the whole or part of the discussion on the Agenda item giving rise to the vote.

21. PROCEDURAL MOTIONS

- (1) The following closure motions will be permitted during discussion of another motion. They will be moved, seconded and put to a simple vote without discussion. The Convener will proceed as follows:-
 - (a) “That the meeting proceed to the next business”

The Convener will permit the mover of the original motion to reply and will then put to the vote the motion to proceed to the next business; if that motion is carried, the original motion will lapse and the Board will proceed to the next business.

- (b) “That the question be now put”
If the Convener is of the opinion that the matter before the meeting has been insufficiently discussed, the Convener may refuse to accept the motion; if the motion is accepted it will be put to the vote. If the motion is carried the mover of the original motion will be entitled to exercise a right of reply and the Convener will then put the original motion to the vote.
 - (c) “That the debate be now adjourned”; and
 - (d) “That the meeting does now adjourn”.
If the Convener is satisfied that the matter before the meeting has been sufficiently discussed, the Convener may refuse to accept either of these motions and instead put the motion “that the question be now put”; if the Convener is of the opinion that the matter has not been sufficiently discussed and cannot reasonably be sufficiently discussed on that occasion, the adjournment motion will be put to the vote without giving the mover of the original motion a right of reply on that occasion; if the adjournment motion is carried the original motion or remaining business will then stand over as uncompleted business until the next meeting of the Board.
- (2) If a closure motion is not carried, a similar motion may be made after every three additional Board Members have spoken.

22. POINTS OF ORDER

Any Board Member may speak to a point of order suddenly arising, subject to that Board Member stating to the meeting on what basis order is being or is about to be infringed. Any Board Member who is addressing the meeting when a point of order is raised shall resume his/her seat until the point of order has been decided by the Convener. The Convener shall be the sole judge of how the point of order should be dealt with and his/her decision shall be final.

23. NOTICES OF MOTION INTENDED FOR CONSIDERATION AT NEXT MEETING

- (1) Every notice of motion shall be in writing and shall be signed by the member giving the notice. Every motion shall be relevant to some matter in relation to which the authority has functions.
- (2) Every such notice shall be delivered to the Clerk at his/her office not later than 12 Noon at least seven clear working days before the date of the next meeting of the Board otherwise it shall not be specified on the Agenda for such meeting.

- (3) The Clerk shall have power to refuse to accept any notice of motion which, by reason of any enactment, or other rule of law, or any provision in these Standing Orders, could not be considered at the meeting for which it is given. In the event of such power being exercised, the Clerk shall give written reasons to the member submitting the motion within two working days following delivery of the notice of motion in terms of Standing Order 23(2) above.
- (4) All motions considered valid by the Clerk and of which notice has been duly given shall be included in the Notice for that next meeting in the order in which they were received by the Clerk, who shall record both the date and time of receipt on the original notice.
- (5) If more than one such motion, in the opinion of the Clerk, and having consulted with the Convener, deals with the same subject matter, only the motion first lodged shall be considered.
- (6) If a motion, notice of which is specified in the Agenda, be not moved either by the Board Member who has given the notice or by some other Board Member on his/her behalf when it arises on the Agenda, it shall, unless postponed by leave of the meeting, be considered as dropped and shall not be moved without fresh notice.
- (7) The Convener shall, at the meeting, have power to rule out of order any motion on the notice which (s)he considers irrelevant or incompetent. In such case no reference thereto shall be made in the minute.

24. QUESTIONS

- (1) Any Board Member may put a question relevant to the business of the Board to the Convener as to matters of fact relating to an Agenda item or to the Clerk as to a point of law or procedure provided that the member shall have given the question in writing to the Clerk not later than 12 noon on the working day prior to the day of the meeting.
- (2) Standing Order 24(1) is without prejudice to the right of any member present at any meeting of the Board to obtain at such meeting and without prior notice such information as may then be available concerning any matter appearing on the Agenda, subject to the reservation that the person addressed may postpone his/her reply to the next ordinary meeting should the information requested not be available.
- (3) The Convener to whom any question is directed will decide whether the question is to be answered orally or in writing at the Board meeting. Questions and any written answers will be reproduced and numbered in the order in which they have been received and will be made available to the members of the Board at the commencement of the meeting.
- (4) If the Convener is of the opinion that a question is out of order the question will not be answered.

- (5) Arising from each answer given, two supplementary questions, for clarification of the answer given, may be put by the member who asked the original question and the supplementary questions will be answered orally by the Convener.
- (6) Written questions and any written answers will be recorded in the minute.
- (7) In this Standing Order, the expression “written question” includes a series of written questions asked by the same member all dealing with one subject or with subjects, which in the opinion of the Convener, are so closely related as to be regarded as one subject.
- (8) In addition to, and without prejudice to the above provisions of this Standing Order, any member may put, without notice, a question to the Convener at any ordinary meeting of the Board, on any matter contained in the Volume of Minutes of the Board; provided that any question requiring a detailed response or which cannot be answered immediately will be continued to the next ordinary meeting of the Board unless in the interval it has been disposed of otherwise, and provided also that it will not be competent for any member to move a motion on any such matter which may have been so raised which matter has been the subject of a decision made under delegated powers in terms of the Scheme of Reference and Delegation to Sub-Committees and officers and any delegate in terms of Standing Order 28(6) below.

25. PRESENTATION OF PETITIONS AND HEARING OF DEPUTATIONS OR DELEGATIONS

- (1) No depositions shall be received by the Board unless an application for admission to the meeting setting forth the matters on which the deputation desire to be heard shall have been lodged with the Clerk at least seven clear working days before the meeting or, in any event, prior to the issue of the notice calling the meeting. Any such application shall be entered in the notice calling the meeting and such meeting may agree to decline to receive the deputation.
- (2) Except with the leave of the meeting, the members of any deputation shall not exceed three persons.
- (3) The Board may decide the number of members of the deputation to speak. The presentation shall be limited to not more than five minutes in total. After the speech(es) have been made, members of the Board may put to the deputation questions pertinent to subjects on which they wish to be heard. Subject to Standing Order 10(2) members of the deputation may remain during determination of the issue.

26. RESCINDING/REVOCATION OF PREVIOUS DECISION/RESOLUTION

No decision of the Board may be reconsidered and, except where required by statute, no item of business the same or substantially the same as one previously determined by the Board may be discussed by the Board within six months of the date of the making of the previous decision or determination of the item, except:-

- (1) when two-thirds of the Members for the time being present and voting and an absolute majority of the whole Board agree otherwise;
- (2) where the Convener is satisfied that a material change of circumstances has occurred; and
- (3) that notice has been given in the summons that such decision may be revoked or altered, unless the revocation or alteration is inherent in the terms of a report submitted to the Board.

27. APPLICATION OF STANDING ORDERS

The provisions of Standing Orders 4, 9, 10, 11, 12, 14, 15, 18, 19, 20, 21, 22, 23, 24 (1)-(7), 25 and 26 will apply to Sub-Committees.

SECTION IV - CONSTITUTION, MEETINGS AND PROCEEDINGS OF SUB-COMMITTEES

28. APPOINTMENT OF SUB-COMMITTEES

- (1) The Board may appoint from its membership such Sub-Committees as it may from time to time consider necessary or desirable and may refer to such Sub-Committees such matters as the Board may from time to time specify.
- (2) Any member of a Sub-Committee of the Board may be represented at any meeting of that Sub-Committee by a substitute member appointed in accordance with sub-paragraph (3) below.
- (3) A constituent authority may, subject to sub-paragraph (5) below, appoint one of its members to be a substitute member for any member of a Sub-Committee who is also a member of that authority.
- (4) A substitute member shall have the same powers at a meeting of a Sub-Committee as the member whom he is representing would have had at that meeting.
- (5) A person may not be appointed as a substitute member of a Sub-Committee if he is a member of that Sub-Committee.
- (6) The above Sub-Committees, deemed necessary for the carrying out of the functions of the Board, shall have such constitution, terms of reference and delegated powers as may be prescribed by the Board by resolution.
- (7) Sub-Committees shall meet in accordance with the programme based on a cycle approved by the Board, such programme to be drawn up by the Clerk and intimated to all Board Members and Officers.
- (8) The Convener, whom failing the Depute Convener, shall preside until one of the Board Members as may be chosen by the meeting is appointed as Convener.
- (9) The quorum of Sub-Committees as disclosed in Standing Order 27 above is one-third of the whole number of Board Members appointed to the Sub-Committee, provided that in no case will any business be transacted unless at least three voting Members are present.
- (10) All minutes of the proceedings of Sub-Committees will be drawn up by the Clerk.
- (11) The minute of a meeting of a Sub-Committee will be submitted to the next ensuing ordinary meeting of the Board at which it will be held as read, corrected if need be, and where held to be a true record of the proceedings of the meeting to which it relates, will be signed by the person presiding at that next ensuing meeting.
- (12) The minute of a meeting of a Sub-Committee will so far as practicable be:
 - (a) submitted to the next meeting of the Board and the matters contained therein will be subject to the approval of the Board except as regards matters which have been delegated to the Sub-Committee; and

- (b) submitted to the next ensuing meeting of the Sub-Committee at which it will be held as read, corrected if need be, and where held to be a true record of the proceedings of the meeting to which it relates, will be signed by the person presiding at that next ensuing meeting.
- (13) The Convener at any meeting may vary the order of business so as to give precedence to any business of special urgency.
- (14) Appendix 2 hereto details the Sub-Committees of the Board as at.....

SECTION V - MISCELLANEOUS MATTERS

29. DISCLOSURE OF INFORMATION

- (1) Information, whether contained in a document or otherwise, which is confidential information within the meaning of Section 50A(2) of the 1973 Act, shall not be disclosed to any person by any member or officer.
- (2) The full or any part of a document marked “Not for Publication by virtue of the appropriate Paragraph of Part 1 of Schedule 7A to the Local Government (Scotland) Act 1973” shall not be disclosed to any person unless or until the document has been made available to the public or the press under Section 2 of the 1985 Act.
- (3) Any information regarding proceedings of the Board or a Sub-Committee from which the public have been excluded shall not be disclosed to any person unless and until such disclosure has been authorised by the Board or Sub-Committee or the information has been made available to the public or the press under Section 2 of the 1985 Act.
- (4) Without prejudice to the National Code of Local Government Conduct and to Paragraphs (2) and (3) of this Standing Order, no Board Member shall use or disclose to any person any confidential and/or exempt information coming to his/her knowledge by virtue of his/her office as a Board Member where such disclosure would be to the advantage of the Board Member or of anyone known to him or her, or which would be to the disadvantage or discredit of the Board or anyone else.

30. APPOINTMENT OF STAFF (GENERAL)

- (1) In accordance with the provisions of Section 7 of the 1989 Act, all appointments of staff shall be made on merit, subject, however, to the provisions of those Acts specifically mentioned in Paragraph 7(2) of the 1989 Act.
- (2) The Board will have regard to any Regulations made by the Secretary of State imposing a duty to adopt Standing Orders with respect to staff as contained in Section 8 of the 1989 Act.

31. APPOINTMENTS MADE BY MEMBERS

The appointment of the Chief Constable, Deputy Chief Constable, Clerk and Treasurer shall be undertaken by the Board.

32. EXECUTION OF DEEDS AND COMMON SEAL

- (1) Subject to the provisions of the 1973 Act, deeds requiring to be executed by the Board will be sealed with the Common Seal of the Board and signed on its behalf by two Members of the Board and the Clerk.

- (2) The Common Seal of the Board will be kept by the Clerk who will be responsible for its safe custody and use.
- (3) The Common Seal will be affixed to a deed or other document by the Clerk only on the authority of:-
 - (a) a resolution of the Board; or
 - (b) a decision by the Board, or by a duly authorised Sub-Committee to do anything where a document under the Common Seal is necessary to complete the action.
- (4) An entry of the sealing of every deed and other document to which the Common Seal has been affixed will be made by the Clerk in a register kept for this purpose and any member and the officer subscribing the deed or the document on behalf of the Board will also sign against the appropriate entry in the register.

33. REGISTER OF MEMBERS AND SUB-COMMITTEE MEMBERSHIP

The Proper Officer will maintain on behalf of the Board a current Register stating:-

- (a) the name and address of each member of the Board and the Council which (s)he represents;
- (b) the name and address of every member of each Committee or Sub-Committee for the time being;
- (c) the date of appointment to the Board or Sub-Committee; and
- (d) the date when any Board Member ceases to be so appointed.

34. DELEGATION TO OFFICERS

Without prejudice to the provisions of Standing Order 28(b) above, the Board may make a Scheme of Delegation to Officers for the purpose of arranging for the discharge of any of the functions of the Board. Any such scheme shall form part of and shall be read with these Standing Orders.

Standing Orders 4 above shall apply to any alteration to the Scheme of Delegation as it applies to these Standing Orders.

35. CONTRACT STANDING ORDERS AND FINANCIAL REGULATIONS

- (1) The Board may make Contract Standing Orders and Financial Regulations for the regulation of the making by it or on its behalf of contracts and for the proper planning, execution and control of its financial affairs and such Standing Orders and Regulations will form part of these Standing Orders and will be read with them and with any Scheme of Delegation made by the Board.

- (2) Contract Standing Orders and Financial Regulations made by the Board in terms of this Standing Order will apply to Committees, Members of the Board, Officers and certain Agents of the Board as appropriate.
- (3) The provisions of Standing Order 4 above will apply to the alteration of any Contract Standing Order or Financial Regulation.

36. PROHIBITION OF SMOKING

No smoking shall be permitted during any meeting.

PART II

SCHEME OF DELEGATION (OFFICERS)

(A) GENERAL PROVISIONS

1. DELEGATED AUTHORITY OF OFFICERS

- 1.1 There will stand delegated to Officers of the Board the matters specified in this Scheme in relation to each office.
- 1.2 Officers to whom matters are delegated will take such decisions and authorise such actions from time to time as appear to them to be necessary in the interests of the Board's area and will ensure that they take such decisions and authorise such actions always in accordance with the following provisions of this Section.

2.0 POLICY

- 2.1 Officers will exercise the authority delegated to them having regard to and in accordance with any policy of the Board.

3.0 STANDING ORDERS

- 3.1 Officers will exercise the authority delegated to them in accordance with the Standing Orders of the Board.

4.0 CONTRACT STANDING ORDERS AND FINANCIAL REGULATIONS

- 4.1 Officers will exercise the authority delegated to them in accordance with the Contract Standing Orders and Financial Regulations of the Board.

5.0 CONSULTATIONS

- 5.1 Officers will in exercising, the authority delegated to them ensure that they consult Local Members of constituent authorities where it appears to the Officer that a proposed decision or action is likely to affect directly the constituency interests of a Local Member or Members provided always that this requirement shall not apply to proposed decisions or actions which are of general effect throughout the Board Area.
- 5.2 Officers will in exercising the authority delegated to them ensure that they consult the Clerk and/or Treasurer, as appropriate, in respect of all matters which the Officer considers to be sensitive or complex, or where legal, administrative or financial guidance is necessary, or otherwise where the Officer considers it appropriate to consult.

5.3 Officers will in exercising the authority delegated to them ensure that they consult the Convener and/or Vice-Conveners in respect of all matters which the Officer considers to be sensitive or complex, or otherwise where consultation appears to him/her to be appropriate.

6.0 DELEGATION TO OFFICERS

6.1 Except as prohibited by law or otherwise prohibited by the Board, any Officer to whom delegated powers have been granted may authorise other Officers to exercise such powers in their absence.

7.0 REPORTS

7.1 Officers will submit such reports as are considered appropriate by the Board to Members of the Board on the decisions taken and actions authorised by them, or by other Officers authorised by them, in terms of the authority delegated to them, in the form and in accordance with the arrangements as are determined by the Clerk.

8.0 CONFLICT OF INTEREST

8.1 Where an applicant for a service provided by the Board is a Member of the Board, or an employee, the Officer within whose delegated authority it is to determine the application shall, before exercising that authority to give consideration to the need for further consultation with the Clerk who may if they consider it appropriate require the Officer to refer the application to the Board for determination.

8.2 Where an application for employment is related to a Member of the Board, or to an employee, the Officer within whose delegated authority it is to make the appointment to the post in question shall, before exercising that authority, give consideration to the need for further consultation with the Clerk who may if they consider it appropriate require the Officer to refer the appointment to the Board for decision.

(B) PARTICULAR DELEGATIONS TO THE CHIEF CONSTABLE

9.0 APPOINTMENTS

9.1 Appointment of employees within the approved budget up to, but excluding, Assistant Chief Constable level.

9.2 Temporary Posts

The Chief Constable is authorised to create temporary posts for not more than two years providing that there is adequate funding within the revenue estimates.

10.0 DISCIPLINE

- 10.1 Conduct of disciplinary proceedings in respect of employees within the terms of the Force's approved disciplinary procedure and in accordance with the relevant police regulations.

11.0 TRAINING

- 11.1 Authorising employees' attendance at training courses, conferences, seminars etc. within the approved training budget.

12.0 CAPITAL PROGRAMME

- 12.1 *Authorisation of minor adjustments to the capital programme to allow the transfer of expenditure from one approved head to another approved head of expenditure to a maximum of £300,000 or 10% whichever is lower. The allocation of funds to individual projects within general expenditure headings of Minor Works.*

13.0 CONTRACT STANDING ORDERS

- 13.1 To exercise all powers referred to in the Contract Standing Orders.

14.0 ACQUISITION OF LAND AND PROPERTY

- 14.1 *To approve terms and conditions for the acquisition of land and property for projects contained within the approved capital programme and to approve terms and conditions for the disposal of land and property which is surplus to the Board's requirements subject to a maximum value of £300,000 in any particular case. The foregoing delegated power may only be exercised after consultation with the Clerk, Convener and Vice-Conveners of the Board.*

15.0 OPERATIONAL MATTERS

- 15.1 To deal with all general operational matters associated with Central Scotland Police Force including the following:-

- (a) Attendance at Conferences

To determine applications for the attendance of employees at conferences, seminars, or other business outwith the U.K.

- (b) Grant and Donations

To determine applications for grants or financial assistance within the remit of the Board to a maximum limit of £10,000 in accordance with policy directions to be given by the Board.

- (c) Early Retirements
To determine applications for early retirement within the approved regulations and policy direction of the Board.
- (d) Car Allowances
To determine the payment of casual users and essential users allowances.
- (e) Car Loans and Leases
To determine applications for car loans and the provisions of leased cars to individual employees.
- (f) Regradings
To determine individual regradings of posts.
- (g) Leave of Absence
To determine applications for leave of absence for special purposes.
- (h) Secondment
To authorise the secondment of employees to external agencies or for training purposes. Also, to authorise secondment to central service posts of employees selected by their respective organisations e.g. SDEA.
- (i) Planned Overtime
To approve planned overtime within the existing scheme of the Board and subject to finance being available within the budget.
- (j) Ex Gratia Payments
To determine ex gratia payments to Officers above the overtime limit.
- (k) Telephone Allowances
To determine the provision of telephone allowances to employees.
- (l) Changes in Post Nomenclature
To determine changes in titles of jobs.
- (m) Merit Increments
To make awards under the merit increment scheme subject to policy directions on assessment criteria.

(n) Leave to attend Sporting Activities

To determine requests for more than 5 days paid leave, or any period of unpaid leave, for attendance by employees at sporting activities subject to policy direction of the Board.

(o) Annual Leave/Sick Leave

To determine requests for the transfer of annual leave across consecutive leave years in cases where an employee's entitlement is affected by the same occurrence.

(p) Excessive Wear and Tear

To determine applications for additional allowances under the car allowance scheme in respect of excessive wear and tear to vehicles.

(q) Structures

(i) Reviews

To determine salaries in implementation of Review processes or to correct individual anomalies in the Force's salary structure as a consequence of review processes, together with the application of appropriate implementation dates.

(ii) Changes

To amend structures within the limits of existing employee budgets and total establishments.

(r) Starting Salaries

To place employees on appointment on a salary point within the grade or grades applicable to posts.

(s) Leasing of Properties

To accept offers for the lease of non-operational Board property for periods not exceeding one year.

(t) Payment of Preserved Benefits under the Local Government Superannuation Scheme

To determine applications for premature payment of preserved benefits under the Local Government Superannuation Scheme.

(u) Police Officers

To determine applications for legal expenses by Police Officers within the policy of the Board as set out in Scottish Home and Health Department Police (Chief Constables) Circular No. 22/1978.

(v) Financial Assistance to Police Officers

The Chief Constable is authorised to determine applications from Police Officers for financial assistance for further education courses.

(w) Medical Retirals

The Chief Constable is authorised to determine applications for medical retirals under the pension scheme orders, upon receipt of the appropriate certificates from the relevant Medical Adviser.

(x) Special Charges

The Chief Constable is authorised to fix and periodically review scales of special charges for Police Services.

(y) Attendance of Police Officers at University

To determine applications by Police Officers to attend university in terms of the National Scheme within any policy of the Board.

(z) Hospitality

To grant or refuse applications for hospitality within any policy of the Board up to a cost of £1,500.

PARTICULAR DELEGATIONS TO OTHER OFFICERS

16. The Clerk, the Chief Constable and the Treasurer to the Board are authorised to exercise all powers referred to in these Standing Orders and the Contract Standing Orders.

Complaints

The Clerk is authorised to undertake preliminary consideration of complaints under the appropriate regulations and to decide whether complaints should be referred to the Board for consideration.

PART III

FINANCIAL REGULATIONS OF CENTRAL SCOTLAND POLICE

These Financial Regulations form part of the Standing Orders approved by the Joint Board on the 7th March 2003 and form part of the Standing Orders approved previously by the Joint Board in effect for the time being.

These Regulations are made in terms of Section 95 of the Local Government (Scotland) Act 1973, as applied to the Board by Section 106 of the said Act.

Section 95 of the Act as so applied empowers the Board to make arrangements for the proper administration of its financial affairs and to secure that the proper officer of the Board has responsibility for the administration of those affairs. The Board has appointed the Treasurer to the Board to be the proper officer.

1.0 FINANCIAL ADMINISTRATION

- 1.1 The Treasurer will be responsible for regulating and controlling the finances of the Force in conformity with these Regulations.
- 1.2 The Treasurer will keep the Board informed as to the state of the Force's finances and shall report on the accounts of each financial year as soon as practicable.
- 1.3 In addition to the provisions of these Regulations, the Treasurer to the Board or the Chief Constable may issue supplementary financial instructions/guidelines, and alter such instructions/guidelines as may be considered appropriate.
- 1.4 Every Member, Officer and Agent of the Board will observe the provisions of these Financial Regulations. It will be the duty of the Chief Constable to secure compliance with these Regulations and to ensure that all employees of the Force are made aware of the Regulations and the requirement to comply with them.
- 1.5 The financial aspects of any report to the Board will be the subject of prior consultation with the Treasurer, who will be provided with full details at least three days before the agenda is issued for the Meeting at which the matter is to be discussed.
- 1.6 Wherever practical, Financial transactions are aggregated for the purposes of these Financial Regulations and therefore financial limits cannot be avoided by deliberately splitting transactions into smaller components.

2.0 PLANNING AND BUDGETING

- 2.1 The Board will agree the annual estimates of revenue and capital expenditure, within the three year budget cycle.
- 2.2 The Treasurer will specify the detailed procedural arrangements for the preparation of the annual revenue and capital budgets, within the three year budget cycle.

- 2.3 The Police And Fire Services (Finance) (Scotland) Act 2002 enables the Board to carry forward unspent balances each year up to 3% of any single years budget without Ministerial approval. A cumulative total of 5% of budget can be carried forward without Ministerial approval.
- 2.4 The inclusion of items in approved revenue or capital budgets will constitute authority to the Chief Constable, as appropriate in terms of the Scheme of Delegation to incur such expenditure save to the extent to which the Board has placed reservation on any such item or items. Expenditure on any such reserved matters may be incurred only when and to the extent that such reservation has been removed.

3.0 BUDGETARY CONTROL

- 3.1 It will be the duty of the Chief Constable to monitor and control income and expenditure within the financial allocation provided in the Revenue and Capital Budgets.
- 3.2 The Chief Constable will provide the Treasurer with access to all financial records and where requested will provide appropriate statements of income and expenditure.
- 3.3 It will be the duty of the Chief Constable to inform the Treasurer, who shall report to the Board, if it is forecast that total income or expenditure is likely to vary significantly from the approved financial allocation.

4.0 SUPPLEMENTARY ESTIMATES AND VIREMENT

- 4.1 Any proposal for virement involving a new policy or variation of existing policy which may have a significant impact upon the corporate plans of the Board must be approved by the Board.
- 4.2 Where the Chief Constable proposes to forego income or to incur revenue or capital expenditure for which there is no budgetary provision, a supplementary estimate must be sought from the Board.

5.0 VIREMENT

- 5.1 The Chief Constable may exercise virement within the overall Revenue Budget provided:-
- (a) the amount of any individual virement does not exceed £250,000.
 - (b) that where the virement is for more than £150,000 there has been consultation with the Convener and Vice-Conveners of the Board on the matter and that a report has been prepared for submission to the Board.
 - (c) the Treasurer has been notified.
 - (d) the virement does not create an additional financial commitment into the following financial year.

5.2 The Chief Constable may exercise virement within the overall Capital Budget provided that:-

- (a) the amount of any individual virement does not exceed £250,000 or 10% of the approved Capital Expenditure Programme, whichever is the lesser.
- (b) that where the virement is for more than £150,000, there has been consultation with the Convener and Vice-Conveners of the Board and that a report has been prepared for submission to the Board.
- (c) the Treasurer has been notified.
- (d) the virement of expenditure is to a project within the approved Capital Expenditure Programme.

6.0 ACCOUNTING

6.1 All accounts and accounting records of the Board shall be compiled to the satisfaction of the Treasurer. In all cases the Chief Constable shall exercise supervision over the records and systems, and shall consult with the Treasurer before making a determination as to the form and method of keeping such records.

6.2 The following principles will be observed in the allocation of accounting duties:-

- (a) The duties of providing information regarding sums due to or by the Board and of calculating, checking and recording these, will be separated as completely as possible from the duty of collecting or disbursing them;
- (b) Officers charged with the duty of examining and checking the accounts of cash transactions will not themselves be involved in maintaining these accounts.

7.0 IMPRESTS

7.1 The Treasurer will provide imprests as considered appropriate for Officers of the Force for the purposes of petty cash and other expenses.

7.2 Payments from imprest accounts will be supported by receipted vouchers whenever possible.

7.3 No income received on behalf of the Board may be paid into an imprest account.

7.4 Any Officer responsible for an imprest will, when requested, provide the Treasurer with a certificate as to the state of his imprest.

7.5 Officers will be personally responsible for imprests which they hold and they shall account to the Treasurer for the amount advanced.

7.6 All imprest accounts will be maintained in accordance with guidance notes issued by the Treasurer.

8.0 INCOME

- 8.1 Not less frequently than once per year, the Chief Constable will, in consultation with the Treasurer, review scales of charges or tariffs relating to the Service.
- 8.2 All receipt forms, receipt tickets, books, and other forms of accountable stationery used to record financial and related transactions will be in a form approved by the Treasurer and will be ordered, controlled and issued under arrangements approved by the Treasurer.
- 8.3 Every sum received by a cashier or other officer of the Board shall be immediately acknowledged by the issue of an official receipt, ticket or other document approved by the Treasurer for this purpose.
- 8.4 All money received by an employee on behalf of the Force will without delay be paid intact to the banking account operated on behalf of the Board.
- 8.5 Personal cheques will not be cashed out of the money held on behalf of the Board, nor shall personal cheques be substituted for cash collected on behalf of the Board.
- 8.6 Every sum received on behalf of the Force by a cashier or other officer of the Force shall be immediately acknowledged either by a receipt, or by signature in a cash accounting record.
- 8.7 No debt in respect of an amount due to the Force, once correctly established, will be discharged otherwise than by payment in full or by a resolution of the Board authorising the writing off of the debt or the unpaid portion thereof, except that the Treasurer may write it off where:
 - (a) there are good and sufficient reasons for so doing, and
 - (b) the sum due is less than £1,000.

9.0 BANKING ARRANGEMENTS AND CHEQUES

- 9.1 All banking arrangements are the responsibility of the Treasurer who shall be authorised to operate such bank accounts as may be considered necessary.
- 9.2 All cheques, and other forms enabling payment to be made on behalf of the Board from a bank account will be ordered only on the authority of the Treasurer, who will ensure that proper arrangements have been made for their safe custody and that adequate controls exist over the usage and production of cheques.
- 9.3 All arrangements for the transfer, receipt and payment of monies using any form of automated bank transfer will be made by or under arrangements approved by the Treasurer.
- 9.4 The use of purchase cards or corporate credit cards will be made by or under arrangements approved by the Treasurer.

10.0 PAYMENT OF ACCOUNTS

- 10.1 All payments of money due from the Force will be according to procedures and instructions issued by the Board's Treasurer in consultation with the Chief Constable.
- 10.2 The Chief Constable is responsible for examining, verifying and certifying invoices. Any request for payment not formally supported by a proper invoice must be accompanied by an appropriate document signed by an authorised officer. Such certification will be a signature in manuscript or equivalent electronic signature. The names of Officers authorised to sign such records will be sent to the Treasurer, together with specimen signatures, and will be amended on the occasion of any change.
- 10.3 Before certifying an invoice or other payment document, the certifying Officer will be satisfied that:-
- (a) the work, goods or services to which the invoice relates have been correctly ordered, received, carried out, examined and approved;
 - (b) the prices, extensions, calculations, trade discounts, other allowances, credits, and Value Added Tax and other taxes, are correct;
 - (c) the relevant expenditure has been properly incurred and is within the relevant estimate provision;
 - (d) appropriate entries have been made in inventories, stores records or stock books as required;
 - (e) the invoice has not been previously passed for payment;
 - (f) the invoice is in the name of Central Scotland Police or an integral part of it; and
 - (g) the charge is a proper liability of the Police Force.
- 10.4 The Chief Constable will as soon as possible after 31st March notify the Treasurer, by a date which may be specified each year, of all significant outstanding expenditure relating to the previous financial year.
- 10.5 Businesses can claim interest from the Force if payments are late. To avoid this every Head of Department and Area Commanders must ensure that invoices are paid promptly and that payment terms are agreed and kept.
- 10.6 Payments in advance may be permitted in certain circumstances under arrangements agreed by the Treasurer.

11.0 SALARIES, WAGES AND PENSIONS

- 11.1 The payment of all salaries, wages, pensions, compensations and other emoluments to all employees, or former employees of the Force and all other payments made to employees as a consequence of their employment by the Force will be made under arrangements approved by the Treasurer.

- 11.2 Appointments of all employees will be made in accordance with the procedures approved by the Board and the approved establishments, grades and rates of pay.
- 11.3 All time sheets, expense claims and other documents or their electronic equivalent which form the basis of a payment to an employee of the Board will be in a form agreed with the Treasurer.
- 11.4 All timesheets shall:-
- a) be completed by the employees themselves except in cases of illiteracy when a supervisory officer may complete them, suitably endorsing the timesheets to this effect.
 - b) be certified by the appropriate officer unless otherwise agreed by the Treasurer.
- 11.5 The Head of Human Resources Department will notify the Finance Department as soon as possible, and in a prescribed manner, of all matters affecting the payment of emoluments, and in particular :-
- (a) appointments, including temporary and casual appointments, resignations, dismissals, suspensions without pay, secondments and transfers;
 - (b) absences from duty for sickness or other reason, apart from approved annual leave;
 - (c) changes in remuneration, other than increments and pay awards and agreements of general application; and
 - (d) information necessary to maintain records of of service for superannuation, income tax national insurance and the like.
- 11.6 The Head of Human Resources Department will keep all Heads of Department informed as to changes in conditions of service and other matters relative thereto.

12.0 TRAVELLING, SUBSISTENCE AND FINANCIAL LOSS ALLOWANCES

- 12.1 All claims for payment of car allowances, subsistence allowances, travelling and incidental expenses will be submitted to the Chief Constable, duly certified in an approved form and made up to a specified day of each month, within seven days thereof. The names of Officers authorised to certify such records will be sent to the Treasurer, together with specimen signatures and will be amended on the occasion of any change.
- 12.2 The certification by or on behalf of the Chief Constable shall be taken to mean that the certifying Officer is satisfied that the journeys were authorised, the expenses properly and necessarily incurred and that the allowances are properly payable by the Board.
- 12.3 Employees' claims submitted more than two months after the expenses were incurred will be paid only with the express approval of the Chief Constable.

All claims for a financial year are to be submitted within one month from 31st March.

13.0 AUDIT

- 13.1 The Chief Constable will make arrangements in consultation with the Treasurer for a continuous and effective internal audit of the accounting, financial and other associated operations of the Force, and in doing so, will not be subject to the control or direction of any person. The Internal Audit Manager will have an appropriate degree of independence in conducting his duties.
- 13.2 The Internal Audit Manager will be required to prepare an annual audit plan for approval by the Board or any designated sub-committee. As determined by the Board the Internal Audit Manager will prepare for their consideration an annual report and any other reports deemed necessary to fulfil corporate governance requirements. The annual audit report will cover the work of Internal Audit and provide an assurance statement on the operation of internal controls throughout the Force. The Board will ensure that Internal Audit are complying with the terms of reference noted in 13.3 below:
- 13.3 The terms of reference of Internal Audit are as follows:-
- (a) Developing and monitoring an audit strategy having regard to areas of risk across the Force and implementing suitable audit plans in consultation with the Treasurer and the Force Policy Group.
 - (b) take account of risk management practices to ensure that corporate governance is properly addressed by the Force
 - (c) setting and communicating the aims and objectives of Internal Audit within the Force
 - (d) ensuring adequate and effective use of resources
 - (e) maintaining professional standards for audit work
 - (f) monitoring the implementation of audit recommendations;and
 - (g) ensuring that audit plans and standards are achieved and procedures amended where appropriate.

Internal Audit contributes to internal control by examining, evaluating and reporting to management on its adequacy and effectiveness. It should be noted that it is a management responsibility to determine the extent of internal control in the Forces's systems and Departments should not depend on Internal Audit as a substitute for effective controls.

- 13.4 Internal Audit reports will be issued directly to the Chief Constable by the Internal Audit Manager with copies passed to the Treasurer, Asset Manager and External Audit.

Where deemed appropriate, the Internal Audit Manager, has power to report direct to the Board on any audit related matters.

- 13.5 Internal Auditors have authority, on production of identification, to:-
- (a) enter at all reasonable times any Force premises or land;

- (b) have access to all records, documents and correspondence including any data held on computer storage media, which relate to the administration, financial and associated operational transactions of the Force;
 - (c) require and receive such explanations which are considered necessary concerning any matter under examination; and
 - (d) require any employee or agent of the Force to produce cash, stores or any other Force property under their control or to which they have access.
- 13.6 The Chief Constable is required to notify the Treasurer of all known financial irregularities or of any circumstances which may suggest the possibility of irregularities, including those affecting cash, stores, contracts or property.
- 13.7 In accordance with the Force's Anti-Fraud & Corruption strategy the Internal Audit Manager will consider what action is required to be taken when a matter is reported by an employee and comply with the requirements of the strategy.
- 13.8 Heads of Departments are required to notify Internal Audit of all proposed changes to financial systems or the establishment of new financial systems.

14.0 RISK MANAGEMENT & INSURANCE

- 14.1 The Force Policy Group will continually review risk management issues and develop the Force strategy and any policies as considered appropriate. The strategy and policies will be subject to annual review.
- 14.2 Heads of Department will be required to provide details of risks identified within their Departments and any other information requested relating to risk management on an annual basis. Using this information a risk register will be maintained in a format determined by the Force Policy Group. **Risk management must be considered by all levels of management in the application of all aspects of these financial regulations and standing orders.**
- 14.3 The Chief Constable will make arrangements to effect all insurance cover and negotiate all claims in consultation with the Treasurer.
- 14.4 The Chief Constable will give prompt notification to the Treasurer of all new or increased risks, properties, vehicles, equipment and other assets which require to be insured and of any alterations affecting existing insurances.
- 14.5 The Chief Constable will advise the Treasurer of any activities which might result in any person or body having a claim against the Force, and where the risk of such an event could be covered by insurance.
- 14.6 The Chief Constable will immediately notify the Treasurer in writing of any loss, liability or damage or any event likely to lead to a claim, and shall inform the Police where there is a

legal liability to do so, or where, after consulting the appropriate Officers of the Board, they have been advised to do so.

- 14.7 A nominated officer within the Chief Constable's Staff Office will be informed of all cases involving personal injury.
- 14.8 All appropriate employees of the Force will be included in suitable fidelity guarantee insurance.
- 14.9 The Chief Constable will annually, or at such other period as may be considered necessary review all insurances in consultation with the Treasurer as appropriate.
- 14.10 The Chief Constable will consult the Treasurer and the Clerk to the Board regarding the terms of any indemnity which the Force is requested to give.

15.0 INVESTMENTS AND TREASURY MANAGEMENT

- 15.1 The Board will approve the appointment of an appropriate partner to act on its behalf in respect of investments, borrowings and trust funds.
- 15.2 All funds in the hands of the Board will be aggregated for the purposes of Treasury Management and will be under the control of the Officer designated for the purposes of Section 95 of the Local Government (Scotland) Act 1973 hereinafter referred to as the Treasurer.
- 15.3 All decisions on borrowing, investment or financing shall be delegated to the Treasurer who will instruct the partner as required.
- 15.4 The Board will issue a statement detailing the recording and reporting arrangements required in consultation with the Treasurer. This will form the basis of any agreement with a third party to provide treasury management services to the Force.
- 15.5 The Board or any third party acting on its behalf will adopt the key recommendations of CIPFA's Treasury Management in the Public Services: Code of Practice (the Code, as described in section 4 of that Code).
- 15.6 Should the Treasurer wish to depart in any material respect from the main principles of the Code, the reasons must be disclosed in the report to the Board.
- 15.7 While any third party will maintain a treasury management policy statement and will follow treasury management practices in the manner set out in the Code these need not be specific to the Force but will be applied to all transactions carried out on their behalf.
- 15.8 All loans to the Board shall be negotiated by the Treasurer and/or designated staff and wherever possible shall be paid direct by the lender or his agent to the Board's bank account through the head office of the Board's bankers;

All interim loans receipts, temporary loans receipts and bond certificates shall prior to use, be in the custody of the Treasurer or designated staff and issued on when required for completion, and

The only authorised signatories to any form of loan receipts shall be those nominated by the Board.

- 15.9 All trust funds will wherever possible be in the name of the Board.
- 15.10 All heritable securities which are the property of or in the name of the Board or its nominees and the title deeds of all property in the ownership will be held in custody of the Clerk to the Board.
- 15.11 Subject to Regulation 15.10 all Officers acting as trustees by virtue of their official position will deposit all securities, etc relating to the trust with the Treasurer unless the deed otherwise provides.
- 15.12 The Treasurer will be the Board's registrar of stocks, bonds and mortgages granted by the Board and shall maintain records of all borrowing of money by the Board.

16.0 ORDERS FOR WORK, GOODS AND SERVICES

- 16.1 Official orders will be in a form approved by the Treasurer. The Chief Constable will ensure that proper procedures exist for the custody, control and authorisation of official order forms.
- 16.2 Official orders will be issued for all work, goods or services to be supplied to the Force except as follows:
 - a) Work, goods or services which are covered by a prior written agreements which prescribes that payments will be made at certain intervals or under certain conditions.
 - b) The metered element of telephone, gas, water and electricity services, but not the installation, alteration or repair of such services.
 - c) Periodic payments such as rates.
 - d) Minor purchases in cash for which reimbursement is made through an imprest account.
 - e) Where the specific approval of the Treasurer has been obtained.
- 16.3 Except as specifically agreed in writing with the Treasurer, all orders will be in writing and will be given to the supplier in advance of any work, goods or services being provided to the Board. However, in an emergency, a verbal order may be given which will be confirmed in writing as soon as possible thereafter and will be marked "Confirmation of telephone or verbal order".
- 16.4 All orders will be signed or actioned electronically by a person authorised in writing to do so, and the names and specimen signatures of such persons will, if so required, be supplied to the Treasurer.

- 16.5 The person authorising any order will ensure that the expenditure to be incurred is legal, and that the order indicates clearly the nature and quantity of goods etc. to be supplied, any contract or agreed selling price relating thereto, and the budget head to which it is to be charged.
- 16.6 A copy of any order form will, if so required, be supplied to the Treasurer.
- 16.7 Officers may not enter into any lease/rental, or H.P. arrangement without the express approval of the Chief Constable and Treasurer.
- 16.8 Standing Orders relating to Contracts specify the value of work or goods for which formal competitive tenders are mandatory; in other cases competitive quotations shall be obtained, unless, in the opinion of the Chief Constable concerned, it is inappropriate to do so.
- 16.9 All contracts entered into shall comply with the Board's Contract Standing Orders.

17.0 INVENTORIES

- 17.1 All Departments will maintain, in a form approved by the Treasurer, up-to-date inventories of all furnishings, office equipment, plant and machinery, scientific apparatus, silverware works of art and any other valuable property. Wherever practicable all furniture, equipment plant and machinery shall be effectively marked as the property of the Board.
- 17.2 The Chief Constable will be responsible for maintaining an annual check of all items on the inventory, for taking action in relation to surpluses or deficiencies and noting the inventory accordingly. Any material deficiency will immediately be notified to the Treasurer.
- 17.3 The Force's property will not be removed otherwise than in accordance with the ordinary course of the Force's business or used otherwise than for the Force's purposes except in accordance with specific directions issued by the Chief Constable.
- 17.4 Where an item on an inventory is surplus to requirements, the appropriate Head of Department or Area Commander will, before disposing of the item, consult the Treasurer. The financial limits to be applied are those set out in para 18.3.

18.0 STOCKS AND STORES

- 18.1 The care, custody and level of stock will be the responsibility of the Chief Constable, who will ensure that:
- a) adequate arrangements have been made for the proper and secure storage of all stock;
 - b) stock levels are maintained at the minimum level sufficient to meet the operational requirements of the Service;
 - c) all stocks received, issued or otherwise disposed of are accounted for in the manner prescribed by the Treasurer;

- d) all stocks are checked at least once a year by persons independent of the day to day administration of those stocks; and
- e) any surpluses or deficiencies found on stocktaking or at any other time are investigated and reported to the Treasurer.

18.2 The Chief Constable may with the agreement of the Treasurer write off losses of stock.

18.3 Surplus materials, stores and equipment will be disposed of by competitive tender or public auction except where the Chief Constable certifies that the income likely to accrue from disposal is less than £5000. No items which collectively cost more than £25,000 can be disposed of without the approval of the Treasurer.

19.0 VEHICLES, PLANT AND EQUIPMENT

19.1 The Chief Constable will be responsible for the operation and control of all vehicles in use within the Force, and for the purposes of these Regulations, the term vehicles will include all vehicles, mobile plant and equipment, whether owned, leased or hired by, or otherwise in the custody or control of, the Force.

19.2 The Chief Constable will be responsible for ensuring that all vehicles are maintained in a satisfactory state of repair, and will take such steps as are considered necessary by way of action or advice to ensure that all legal and safety requirements in respect of their operation are complied with.

19.3 All vehicles will be used only for the purposes of the Force, and by such persons and in such a manner as the Chief Constable shall direct.

19.4 No employee may take a vehicle home unless officially rostered for stand-by duty and the vehicle is required for the performance of such duty, or the prior permission of the Chief Constable has been granted, which permission will not be given unless such use of the vehicle is essential for the conduct of Force business. In such circumstances the unofficial or unauthorised use of a vehicle including the carrying of unauthorised passengers is prohibited.

19.5 If any vehicle is involved in an accident, whether or not there is injury to any person or damage to any vehicle or property, the person in charge of the vehicle at the time of the accident will, not later than the end of the current shift, or earlier if the nature of the accident so warrants, inform the Chief Constable of the circumstances, and will complete an accident report on the standard form, copies of which will be forwarded immediately to the Treasurer.

19.6 All use of vehicles will be recorded in such forms or log books as the Chief Constable may require.

19.7 All vehicles surplus to the requirements of the Force will be disposed of by public auction, or by such other method as the Chief Constable in consultation with the Treasurer may jointly determine.

20.0 SECURITY

- 20.1 The Chief Constable is responsible for maintaining proper security at all times of all buildings, stocks, stores, furniture, equipment, cash, etc. The Treasurer will be consulted in any case where security is thought to be defective or where it is considered, or has been advised, that security may be inadequate, or that special security arrangements may be required.
- 20.2 The Chief Constable will advise the Treasurer of all circumstances where cash is held or is otherwise under the control of employees of the Force, and shall ensure that all amounts of cash so held or controlled do not exceed such amounts as may be prescribed by the Treasurer.
- 20.3 Keys to safes and similar receptacles containing cash or valuable documents or articles will be carried on the person of those responsible or be otherwise kept secure, and the Chief Constable will in each case, determine the person responsible or approve the arrangements for keeping the keys secure. A register of all such keyholders will be kept and the loss of any such keys will be reported immediately to the Chief Constable.
- 20.4 All employees who may be required to receive or hold cash or property on behalf of the Force and such other employees or groups of employees as the Chief Constable may direct, must produce their employee identity / warrant card to any person having reasonable grounds to know the identity of the holder. The Heads of Department should put in place arrangements to withdraw employee identity / warrant cards, immediately someone has left the employ of the Force.
- 20.5 The Chief Constable will be responsible for ensuring that proper privacy and security is maintained in respect of information held on computer, and that the requirements of the Data Protection Act and any other relevant legislation are complied with.
- 20.6 The Chief Constable will ensure that the information held on any computer storage medium and the use to which that information is put is confined solely to the purposes of the Force, and no person will communicate any information so held (whether or not such information is also held in another form) to any other person except where the information is being communicated for the purposes of the Force, and where the person receiving such information is entitled to receive it.

21.0 ESTATES

- 21.1 The Chief Constable will maintain a register of all properties owned or leased by the Force recording purpose for which held, location, extent and plan reference, purchase details, particulars or nature of interest and rents payable and particulars of any tenancies granted.
- 21.2 The Clerk to the Board will have the custody of all title deeds under secure arrangements.

22.0 PARTNERSHIP ARRANGEMENTS

- 22.1 Where the Force agrees to enter into partnership working the agreement should clearly state the nature of the arrangements, legal responsibilities and accountability. The principles set out in the Code of Practice on the Commissioning of Local Authority Work and Services should be adhered to.

23.0 GIFTS & HOSPITALITY

- 23.1 The Standards Commission for Scotland recommends standards of conduct for Members of Local Authorities and gives guidance on gifts and hospitality. These rules will also apply to employees within the Force and references to the 'Council' should be interpreted as also applying to the Force.

24.0 ANTI-FRAUD & CORRUPTION STRATEGY

- 24.1 The Force requires that employees and Members apply the highest standards of conduct and integrity in the conduct of their business and to their dealings with external organisations and members of the public. The strategy outlines the responsibilities of employees and Members and arrangements for reporting suspected cases of fraud or corruption.

PART IV

STANDING ORDERS RELATING TO CONTRACTS

1. COMPLIANCE WITH STANDING ORDERS

Every order placed or made by or on behalf of the Board and every contract, with the exception of contracts for acquisition or disposal of heritable property, or any interest therein and contracts for the disposal of moveable property shall comply with these Contract Standing Orders and no exception from any of the provisions shall be made otherwise than by the direction of the Board, or in the case of an emergency, in which event the Chief Constable shall consult, unless it is totally impractical for him/her to do so, with the Convener and Vice-Conveners of the appropriate Board before any action binding on the Board is taken.

Every exception so made on behalf of the Board shall be reported to the Board, with a statement of the reasons that justified the exception being made.

2. TENDERING PROCEDURES

Subject to Contract Standing Order 1 and to any over-riding requirements of the European Community, no contract for civil engineering works, building and construction works, the purchase of goods and/or materials, the provision of services, the hire of plant or vehicles or equipment shall be made unless either:-

(1) Ad Hoc Tenders

At least ten days' public notice has been given in one or more of the local newspapers circulating in the area of the authority and in such trade journals as the Chief Constable has considered desirable, stating the nature and purpose of the contract, inviting expressions of interest or tenders for its execution, and stating the last date when tenders will be received. It is anticipated, in this instance, that all parties expressing an interest will be invited to tender and that all tenders will be considered;

OR

(2) Standing Approved List for Selective Tenderers

Tenders have been invited from amongst a list of persons who have been invited by public notice given in the manner described in (1) above to have their names placed on a list of persons able and willing to tender for contracts for the supply of goods or materials of specified categories, values or amounts or for the execution of specified categories of works. This list shall -

- (a) be compiled and maintained by the Chief Constable concerned (with a copy passed to the Clerk and Treasurer respectively);
 - (b) contain the names of all persons accepted by the Board as having the appropriate expertise and resources to undertake the necessary work in terms of paragraphs (2)(i) and (ii) hereof;
 - (c) indicate whether a person is included in it for contracts for all, or only some of the specified values or amounts of categories; and
 - (d) be updated at six-monthly intervals and reviewed following public notice in the manner described in (1) above at intervals not exceeding three years;
- (2) (i) no contractor will be included on the list unless
- (a) the Chief Constable is satisfied that the contractor has the expertise and resources to undertake the works for which the contractor wishes to be considered, and
 - (b) The Treasurer is satisfied as to the contractor's financial standing.
- (2) (ii) Each contractor on the list will, at annual intervals or as required by the Treasurer, submit a copy of audited accounts together with such other information pertinent to the management or operations of the company as the Treasurer may reasonably require.

OR

(3) **Ad Hoc Approved List**

Public notice has been given in respect of a particular contract in the manner described in (1) above, inviting applications from persons who undertake such contracts to be placed on a list to be approved by the Board on the recommendation of the Chief Constable from which contractors selected by the Chief Constable will be invited to submit tenders for the execution of the work;

- (3) (i) no contractor will be included on the list unless
 - (a) the Chief Constable is satisfied that the contractor has the expertise and resources to undertake the works for which the contractor wishes to be considered, and
 - (b) the Treasurer is satisfied as to the contractor's financial standing.
- (3) (ii) Each contractor on the list will, at annual intervals or as required by the Treasurer, submit a copy of audited accounts together with such other information pertinent to the management or operations of the company as the Treasurer may reasonably require.

OR

(4) **Serial Tenders**

The proposed contract for the execution of work forms part of a serial programme of work, the terms having been negotiated with the contractor on the basis of the rates and prices contained in an initial contract awarded competitively following an invitation to tender in accordance with the provisions of (1), (2) or (3) above and the initial tender having been stipulated to be the first part of a serial programme;

OR

(5) **Tenders for Specialised Work**

In the case of tenders for specialised work (including the supply and installation of specialised equipment), the Chief Constable in respect of contracts up to £100,000 or the Board in cases above that amount, considers it in the best interests of the Board that tenders be invited for the execution of such work from a contractor or contractors selected, or negotiated with a contractor already engaged by the Board in terms of these Contract Standing Orders;

OR

(6) **Consortium Arrangements**

Where the Board is a member of a consortium or similar body which exists for the purposes of joint purchasing arrangements, and such body has invited tenders for the supply of goods or services, the Board may treat the arrangements entered into by that body as a tender required by these Contract Standing Orders;

It is expressly specified that none of the above provisions applies to contracts covered by the provisions of the Local Government, Planning and Land Act 1980 or the Local Government Act 1988 as amended, or the Local Government Act 1992, or any regulations made thereunder or subsequent legislation relating to these matters.

In the anticipation of any applicable public supply contract, public works contract or public service contract exceeding the EC limit at any time fixed by Directive from the European Commission, the Board will comply with all requirements as specified in appropriate Directives and Regulations

In respect of all contracts entered into by the Board, or the selection process for inclusion in lists of approved contractors, the contractor shall be obliged to exhibit evidence satisfactory to the Board that the following policies are in place, are operational and are being adhered to:-

- (1) a Health and Safety Policy
- (2) an Equal Opportunities Policy

It shall be a condition of the engagement of the services of any architect or of any engineer, surveyor or other consultant (not being an officer of the Board) who is to be responsible to the Board for the supervision of a contract on its behalf, that in relation to that contract they shall:-

- (1) comply with these Standing Orders subject to the modification that the procedures to be followed in inviting and opening tenders shall be approved in advance by the Chief Constable;
- (2) at any time during carrying out of the contract, produce to the Chief Constable, or his representative, on request, all the records maintained by him in relation to the contract; and
- (3) on completion of a contract, transmit all such records to the Chief Constable.

3. EXCEPTIONS TO TENDERING PROCEDURES FOR PROPRIETARY, ETC. ARTICLES

3.1 Nothing in these Contract Standing Orders shall require competitive tenders to be invited if:-

- (1) in the case of contracts for the supply of goods, materials or services -
 - (a) the goods or materials are proprietary articles or are sold only at a fixed price and no reasonable satisfactory alternative is available; or
 - (b) the prices of the goods or materials are wholly controlled by trade organisations or Government Order and no reasonable satisfactory alternative is available; or
 - (c) for other reasons, there would be no genuine competition.
- (2) the work to be executed or the goods, materials or services to be supplied constitute an extension of an existing contract, provided that the original contract contains provision for extension in which case the extension must be approved by the Board if the total value of the contract including the extension exceeds £100,000 and in all other cases the extension shall be reported to the Board;
- (3) the contract is for the execution of work or the supply of goods, materials or services certified by the Chief Constable as being required so urgently as not to permit the invitation of tenders, such certificate to be reported to the next meeting of the Board;
- (4) the work to be executed or the goods, materials or services to be supplied consist of repairs to or the supply of parts of existing proprietary machinery or plant;
- (5) the estimated expenditure is less than £60,000 and it is not considered reasonably practicable in the Board's interest to invite tenders;
- (6) the Chief Constable concerned deems it desirable to negotiate with a Direct Service Organisation of one of the constituent Councils or other Council Services, subject always to the provisions of all relevant legislation;

3.2 However, in any case where competitive tenders are not sought, the Chief Constable will ensure that good value for money is obtained and that his operations can be shown to be conducted in the best interests of the Board.

4. TENDERING PROCEDURES - CONTRACTS TO BE IN WRITING

4.1 Every contract will be in writing unless the Clerk specifies otherwise and will specify:-

- (1) the work, materials, matters or things, to be furnished, had, or done, (including any appropriate technical specification(s));
- (2) the price to be paid with a statement of discounts or other deductions; and
- (3) the time or times within which the contract is to be performed.

5. APPOINTMENT OF NOMINATED SUB-CONTRACTORS

Where the contract provides for the appointment of a nominated sub-contractor or supplier for the execution of work or the supply of goods or materials, the following provisions will apply:-

- (1) tenders will be invited in accordance with Contract Standing Orders-
- (2) the procedure for receipt, custody and opening of tenders and the procedure for dealing with late tenders and the alteration of tenders will conform to Contract Standing Orders;
- (3) the lowest tenderer will be nominated as the sub-contractor or supplier unless consent will have been obtained to the acceptance for some good and sufficient reason of a tender other than the lowest in accordance with Contract Standing Orders.

6. SUB-CONTRACTS AND NOMINATED SUPPLIERS

Where approval exists for a contract which encompasses work contained within the sum authorised by committee, for which a nominated sub-contractor or supplier is responsible. The Chief Constable shall notify the Board if:

- (1) the lowest/successful quotation is in excess of the "Provisional" or "Prime Cost" sum contained within the contract documents or Force estimate, as the case may be; and
- (2) it is likely to cause the final contract sum to exceed that originally authorised by committee.

7. RECEIPT AND CUSTODY OF TENDERS

Where tenders are invited, no tender will be considered unless contained in a plain envelope which shall be securely sealed and shall bear an approved label, provided by the Board, which shall bear the word "Tender" followed by the subject to which the tender relates. The envelopes shall not bear any distinguishing mark or matter intended to indicate the identity of the sender and prospective tenderers shall be notified accordingly. Such envelope shall be addressed impersonally to the Chief Constable.

Until the time appointed for its opening, the tender shall remain in the custody of the Chief Constable.

The recipient of the envelope containing the tender must:-

- (1) mark the time and date of receipt on the envelope;
- (2) give the envelope to the officer designated by the Chief Constable as custodian of tenders to hold in a secure location until the tender opening.
- (3) to provide a record that the tender has been received, if requested to do so by the person delivering the tender documents.

8. OPENING OF TENDERS

- (1) Tenders shall be opened at one time by an employee designated for the purpose by the Chief Constable and at least one other employee representing the Chief Constable. There must also be present a person designated by the Clerk and/or Treasurer.
- (2) No officer who has an interest in any company may attend the opening of tenders where that company has been invited to tender.
- (3) Immediately after a tender has been opened, it shall be stamped and/or perforated, where appropriate, with the official stamp and persons in attendance shall sign the relevant page of the tender document.

9. LATE TENDERS

9.1 Any competitive tender received after the time specified for the receipt of tenders will be considered if no other tender has been opened, and, in the opinion of the Chief Constable in consultation with the Clerk.

- (1) there are good and sufficient reasons for the late receipt of the tender, and
- (2) the late receipt of the tender does not place any tenderer at an advantage over any other tenderer.

- 9.2 Any competitive tender received after the official opening has commenced, or rejected under the provisions above, will be promptly returned to the tenderer by the Chief Constable and may be opened to ascertain the name of the tenderer but no details of the tender shall be disclosed.
- 9.3 During the period between the opening of tenders and the stage in the handling of them when the content becomes publicly known an absolute obligation of preserving secrecy will rest with Members and employees.

10. ALTERATIONS/CORRECTIONS TO TENDERS

- 10.1 An appropriate employee shall examine all tenders for arithmetical errors, correct the tenders where necessary and notify the tenderers concerned of any such corrections. The revised arithmetically corrected figure will become the tender amount.
- 10.2 Thereafter, the three lowest, or highest if appropriate, tenders determined in ascending order on the result of the foregoing examination, shall be examined for the purpose of identifying technical, professional and other non-arithmetical errors in order to establish the lowest tender. For this purpose the following procedure shall apply:-

10.3 (1) Building Works

The examination of tenders shall be carried out in accordance with the principles of the Code of Procedure for Single Stage Selective Tendering 1989 published for the National Joint Consultative Committee for Building in force for the time being;

(2) Civil Engineering Works

The examination of tenders shall be carried out in accordance with Part 5 of Guidance on the Preparation, Submission and Consideration of tenders for Civil Engineering Contracts produced by the I.C.E. Conditions of Contract Standing Joint Committee in force for the time being.

- 10.4 Where examination of tenders reveals errors or discrepancies which would affect the tender figure(s) in an otherwise successful tender, the tenderer is to be given details of such errors and discrepancies and, after consideration by the Board, afforded an opportunity of confirming or withdrawing his offer. If the tenderer withdraws, the next tender in competitive order duly examined in the same way and considered by committee will become the successful tender. Any exception to this procedure may be authorised only by, the Board after consideration of a report by the Chief Constable.

11. ACCEPTANCE OF TENDERS UP TO £200,000 IN VALUE

Contracts for amounts not exceeding £200,000 may be entered into by the Chief Constable, subject to compliance with the remainder of these Contract Standing Orders where applicable.

12. ACCEPTANCE OF TENDERS OVER £200,000 AND UP TO £400,000 IN VALUE

- 12.1 Contracts for amounts exceeding £200,000 but not exceeding £400,000 including sub-contracts may be entered into by the Chief Constable, having first received the approval of the Clerk, subject to (i) compliance with the remainder of these Contract Standing Orders, where applicable, and (ii) his actions being reported to the Board for information.
- 12.2 Notwithstanding the foregoing provisions of this paragraph in the event that the tender which the Chief Constable intends to accept is a tender other than the lowest, if payment is to be made by the Board, or the highest, where payment is to be received by the Board, or otherwise if the amount of the tender shall fall short of or exceed, as appropriate, the amount contained in the relevant budget, the matter shall be referred to the Board for consideration. The Chief Constable shall only enter into said contract with the express consent of the Board.

13. ACCEPTANCE OF TENDERS OVER £400,000 IN VALUE

All contracts for amounts exceeding £400,000 shall only be accepted by the Chief Constable with the express consent of the Board after it has considered the matter.

14. TENDERS - GENERAL

Approved tendering procedures which require contractors to submit percentage variations against a priced Schedule of Rates will, in the interest of fair competition, only permit the disclosure of the list of contractors who were invited to tender along with identification of the successful tenderer.

15. ASSIGNATION

In every written contract for the execution of work or the supply of goods or materials the following clause shall be inserted:-

The contractor shall be prohibited from transferring or assigning, directly or indirectly, to any person or persons whatever, any portion of this contract without the written permission of the Board. Sub-letting of any part(s) of the work, except to the extent permitted in writing by the relevant officer, shall be prohibited.

16. LIQUIDATED DAMAGES

- 16.1 Where possible, contracts estimated to exceed £150,000 in value or amount for the execution of works (or for the supply of goods or materials by a particular date or series of dates) shall provide for liquidated damages. The amount to be specified in each such contract shall be determined in consultation with the Clerk and the Treasurer.
- 16.2 Dependent on the terms of the contract documents, where completion of a contract is delayed by more than two twelfths of the contract period, it will be the duty of the Chief Constable to take appropriate action in respect of any claim for liquidated damages.

17. PERFORMANCE BONDS

Where a contract is estimated to exceed £150,000 in value or amount and is for the execution of works (or for the supply of goods or materials by a particular date or series of dates) the Board shall require and take a Bond or other sufficient security for the due performance of the contract. The Chief Constable, in consultation with the Treasurer and other appropriate officers, shall specify in the conditions of tender the nature and amount of the security to be given.

18. SPECIFICATIONS AND STANDARDS

- (1) All tenders for the execution of works or the supply of goods or materials shall, except to the extent that the Board in a particular case or specified categories of contract otherwise decides, be based on a definite specification.
- (2) All written contracts where a specification issued by the British Standards Institution or the Agreement Board of the European Committee is current at the date of the tender and is applicable, shall require, as a minimum, that goods and materials used in their execution shall be in accordance with that specification.

19. PREVENTION OF FRAUD

In every written contract, a clause shall be inserted to secure that the Board shall be entitled to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation:-

- (1) if the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to obtaining or executing the contract or any other contract with the Board, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Board; or
- (2) if the like acts shall have been done by any person employed by him/her or acting on his/her behalf (whether with or without the knowledge of the contractor); or
- (3) if in relation to any contract with the Board the contractor or any person employed by him/her or acting on his/her behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any amendment of them, or shall have given any fee or reward, the receipt of which is an offence under Section 68 of the Local Government (Scotland) Act, 1973.

20. INDEMNITIES

The contractor shall be required to indemnify the Board against:-

- (1) any claim which may be made in respect of Employers' Liability against the Board or the contractor by any workers employed by the contractor or any sub-contractor in the execution of the works; and
- (2) any claim for bodily injury or damage to property of third parties, and the contractor shall, when required by the Treasurer, produce satisfactory evidence that he/she is insured against any such claim.

21. FINAL CERTIFICATES

The final certificate of payment of a contract should not be issued by the Chief Constable for a period of three weeks (or such shorter period as the Treasurer may specify in any particular case) after he has produced to the Treasurer a detailed statement of account, with all vouchers and documents as the Treasurer may reasonably require, relating to prime cost items and particulars of additions, deductions, omissions and price variations.

22. CONTRACT PAYMENTS AND OTHER PROVISIONS

- 22.1 Where contracts provide for payment to be made by instalments, the Treasurer shall arrange for the keeping of a contract register or registers to show the state of account on each contract between the Board and the contractor together with any other payments and the related professional fees.
- 22.2 Payments on account of the contract sum shall be made by the Treasurer within the time specified in the contract upon receipt of authorised certificates of the Chief Constable. Such certificates shall be in a form approved by the Treasurer.
- 22.3 Any material variation to a contract, whether it be by an addition or an omission, shall be authorised by the Chief Constable who shall:-
 - (1) Notify the contractor in writing by issuing an official variation order specifying the addition or omission, the basis of charge and financial effect of such variation;
 - (2) Send copies of the variation order to the Treasurer; and
 - (3) Include the financial effect of any variation order on the contract price in any progress reports on that contract submitted to the Board.
- 22.4 Subject to the provisions of the contract, in each case variation shall, unless otherwise evidenced to his satisfaction, be authorised in writing by the Chief Constable (or private architect, engineer or consultant) as may be appropriate or by his depute or other officer nominated by him.

- 22.5 All such variations shall be reported to the Board as soon as practicable if the cumulative effect of these is to increase or decrease the value of the contract by 10% of the contract price or £25,000, whichever is the greater.
- 22.6 Exceptional claims from contractors in respect of matters not clearly within the terms of any existing contract shall be referred to the Clerk for consideration of the authority's legal liability and, where necessary, to the Treasurer for financial consideration before a settlement is reached.

23. TERM CONTRACTS

- 23.1 Where contracts have been awarded for a fixed period of time to provide goods or services as required at an agreed rate but with no fixed quantity or total value set then contract monitoring procedures should be put in place.

When the contract exceeds the expected volume or value by more than 10% or £25,000, whichever is the greater within a financial year (or the contract term if this is less than a year), then the details of the arrangements and the reasons for the increased levels of expenditure shall be reported to the Treasurer. The Treasurer will consider if it is appropriate to continue with the term contract or what actions should be taken to ensure that value for money is obtained and that proper purchasing arrangements have been made in respect of this contract.

24. ENGAGEMENT OF CONSULTANTS

- 24.1 It will be a condition of the engagement of the services of any architect, engineer, surveyor or other consultant (not being an Officer of the Force) who is to be responsible to the Force for the supervision of a contract on its behalf, that in relation to that contract they will :-
- (a) comply with these Contract Standing Orders as though they were a Head of Department, subject to the modification that the procedure to be followed in inviting and opening tenders will be approved in advance by the Chief Constable;
 - (b) at any time during the carrying out of the contract, produce to the appropriate Head of Department, or a representative, on request, all relevant records or copies maintained in relation to the contract; and
 - (c) on completion of a contract, transmit appropriate records or copies to the appropriate Head of Department.

25. INDEX RELATION OF FIGURES

The sums of money referred to in these Contract Standing Orders shall be automatically adjusted, without recourse to the Board, by application from time to time of the All Items Retail Price Index or Building Cost Index (as appropriate). The Clerk will notify the Board of any change made in this respect and of any increase in the amounts referred to in these Contract Standing Orders, which amounts shall be reviewed on an annual basis, with effect from 1st April in each year.