



Meeting

**NORTH WALES CORPORATE JOINT COMMITTEE**

Date and Time

**2.00 pm, FRIDAY, 26TH MAY, 2023**

Location

**Cyfarfod Rhithiol / Virtual Meeting**

*For public access to the meeting, please contact us*

Contact Point

**Eirian Roberts**

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(DISTRIBUTED 19/05/23)

## **NORTH WALES CORPORATE JOINT COMMITTEE**

### Council Members

Cllr. Jason McLellan - Denbighshire County Council  
Cllr. Llinos Medi Huws - Isle of Anglesey County Council  
Cllr. Charlie McCoubrey - Conwy County Borough Council  
Cllr. Mark Pritchard - Wrexham County Borough Council  
Cllr. Ian Roberts - Flintshire County Council  
Cllr. Dyfrig L Siencyn - Cyngor Gwynedd

### Eryri Member

Cllr. Annwen Hughes – Eryri National Park Authority

### Chief Officers

Alwen Williams – Corporate Joint Committee Chief Executive  
Dafydd Gibbard - Cyngor Gwynedd  
Dylan Williams - Isle of Anglesey County Council  
Rhun ap Gareth - Conwy County Borough Council  
Neal Cockerton - Flintshire County Council  
Graham Boase - Denbighshire County Council  
Ian Bancroft - Wrexham County Borough Council  
Emyr Williams – Eryri National Park Authority

### Statutory Officers

Dewi Aeron Morgan – Chief Finance Officer  
Iwan G Evans – Monitoring Officer

# **A G E N D A**

**1. APOLOGIES**

To receive any apologies for absence.

**2. DECLARATION OF PERSONAL INTEREST**

To receive any declaration of Personal Interest.

**3. URGENT BUSINESS**

To note any items that are a matter of urgency in the view of the Chair for consideration.

**4. MINUTES OF THE PREVIOUS MEETING**

4 - 6

The Chair shall propose that the minutes of the previous meeting held on 24th March, 2023 be signed as a true record.

**5. CONSTITUTION OF THE NORTH WALES CORPORATE JOINT COMMITTEE**

7 - 52

Report to be presented by Iwan G.D. Evans, Monitoring Officer Cyngor Gwynedd.

**6. 2022-23 OUT-TURN REPORT AND ANNUAL RETURN**

53 - 63

Report to be presented by Dewi A.Morgan, CJC Head of Finance (Statutory Finance Officer) and Sian Pugh, CJC Assistant Head of Finance.

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## NORTH WALES CORPORATE JOINT COMMITTEE 24/03/2023

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### Present:

Voting Members: Councillors:- Llinos Medi Huws (Isle of Anglesey County Council), Charlie McCoubury (Conwy County Borough Council), Mark Pritchard (Wrexham County Borough Council), Dyfrig Siencyn (Cyngor Gwynedd) and Paul Johnson (deputising on behalf of the Leader of Flintshire County Council).

Chief Officers: Emyr Williams (Snowdonia National Park Authority), Dylan Williams (Isle of Anglesey County Council), Rhun ap Gareth (Conwy County Borough Council), Neal Cockerton (Flintshire Council), Ian Bancroft (Wrexham County Borough Council), Graham Boase (Denbighshire Council) and Dafydd Gibbard (Cyngor Gwynedd).

Officers in attendance: Alwen Williams (CJC Chief Executive), Iwan Evans (Monitoring Officer), Dafydd L. Edwards (Joint Committee Project Lead Officer), Dewi Morgan (Section 151 Officer), Sian Pugh (CJC Group Accountant) and Sioned Mai Jones (Democracy Team Leader).

### **1. APOLOGIES**

Apologies were received from Councillors Jason McLellan (Denbighshire Council), Ian B. Roberts (Flintshire Council) and Annwen Hughes (Snowdonia National Park).

### **2. DECLARATION OF PERSONAL INTEREST**

A declaration of personal interest was received for item 5 from Alwen Williams, CJC Chief Executive. She withdrew from the meeting during the discussion.

### **3. URGENT ITEMS**

None to note.

### **4. MINUTES OF PREVIOUS MEETINGS**

The Chair signed the minutes of the meetings held on 13 January 2023 as a true record.

### **5. EXTENDING THE SECONDMENT TO THE CJC CHIEF EXECUTIVE ROLE**

The report was presented by Dafydd Gibbard (Cyngor Gwynedd Chief Executive).

### **DECISION**

Agreed to extend the part-time secondment period of Ambition North Wales' Portfolio Director to the role of the North Wales Corporate Joint Committee Chief Executive until the end of September 2023.

### **DISCUSSION**

The report was presented and the intention of incorporating the North Wales Economic Ambition Board to be a part of the Corporate Joint Committee in the near future was reiterated. It was explained that the relevant steps could be started in order to transfer staff

through the TUPE process shortly. It was noted that there were processes to follow in relation to the employment field which had slowed down any progress, but the aim was to transfer as soon as possible and to move towards a permanent appointment. It was added that a plan had been put in place in order to realise this.

The decision sought was reiterated, namely, to extend the part-time secondment period of the Corporate Joint Committee Chief Executive temporarily until the end of September, 2023.

## **6. RESOURCING OF STATUTORY FUNCTIONS**

The report was submitted by Alwen Williams (CJC Chief Executive).

### **DECISION**

Approval was received for the Corporate Joint Committee (CJC) delivery model for statutory functions.

To approve the initial staff structure set out in Appendix 2 of the report.

To delegate authority to the Interim CJC Chief Executive, in consultation with Cyngor Gwynedd Human Resources Service, and in accordance with the Corporate Joint Committee's Pay Policy Statement and in relation to the Planning and Transport posts:

- Complete the necessary Job Descriptions and Personal Specification for the posts
- Confirm the evaluated salary scale
- Advertise and recruit the posts

To endorse a virement of the remained transport staffing budget equivalent to 1 x FTE Transport Officer approved in January to costs associated with the consultative requirements of the Regional Transport Planning process.

To agree for the Corporate Joint Committee to receive a future paper to recommend a preferred option for the delivery of an 'Economic Wellbeing' function, which will include the option for the transitioning of staff associated with the current Ambition North Wales Portfolio Office.

### **DISCUSSION**

The report was submitted, which sought the Joint Committee's approval for the Corporate Joint Committee's delivery model for statutory functions, 'immediate duties' noted in the legislation.

It was noted that the proposed model had been outlined in Appendix 2, including the Strategic Management capacity to supervise the work programme as well as professional specialists in the Transport and Planning field.

It was explained that, in Transport terms, the Corporate Joint Committee should prepare and submit a Regional Transport Plan which would set out the visions, priorities and objectives for the Transport Sub-committee. It was noted that the Plan should consider National policies and strategies as well as local needs. It was anticipated that the Plan would take approximately 18 months to complete before being submitted to Welsh Government for their approval with intended implementation in 2025.

In terms of Planning, it was noted that the Strategic Development Plan was a more long-term plan. It was explained that it would set out the vision, objectives and policies for using lands and buildings in a specific area or region. It was anticipated that the work of preparing a

Regional Strategic Development Plan would take at least 5 years. It was added that the Options Evaluation set out in Appendix 1 sought to determine the way forward.

It was noted that the financial implications had already been addressed since the 13 January 2023 meeting of the Corporate Joint Committee where the budget needed for recruitment had been approved. It was added that the recommendation to recruit directly to the North Wales Corporate Joint Committee had been planned and considered within the approved budgets.

Observations arising from the discussion

- Members gave thanks for the presentation and a willingness to support the recommendations noted in the report was expressed.

## **7. PAY POLICY STATEMENT 2023/24**

The report was submitted by Alwen Williams (CJC Chief Executive).

### **DECISION**

Agreed to adopt the North Wales Corporate Joint Committee pay policy statement for 2023/24.

### **DISCUSSION**

The report was presented which requested that the North Wales Corporate Joint Committee adopted the Pay Policy Statement for 2023/24. It was explained that there was a statutory duty on all public authorities to adopt a pay policy statement annually. It was noted that the Pay Policy for 2023/24 was attached to the report and was easy to understand; it was added that this item was a technical matter.

The meeting commenced at 14:30pm and concluded at 14:40pm.

MEETING: **North Wales Corporate Joint Committee**  
DATE: **25 May 2023**  
SUBJECT: **Constitution of the North Wales Corporate Joint Committee**  
AUTHOR : **Iwan G D Evans – Monitoring Officer Cyngor Gwynedd**

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## **DECISION SOUGHT:**

### **1. To adopt the following to be included in the Constitution:**

- **Members and Co-Opted Members Code of Conduct**
- **Standards Sub-Committee Terms of Reference**
- **Contracts and Legal Matters Orders**
- **Contracts Procedure Rules**

### **2. Delegate the power to the Monitoring Officer to make editorial changes to the Standing Orders for their Publication**

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## **1. REASON FOR THE DECISION**

The draft Corporate Joint Committees (Wales) Regulations 2022 that there will be a requirement on the CJC to prepare and publish a constitution.

The aim of this report is to adopt further elements of the Constitution with the intention to complete the document in due course.

## **2. BACKGROUND**

Amendments to the Local Government Act 2000 have created a statutory requirement for the CJC as with the constituent Councils to adopt and publish a Constitution. According to the statutory guidance:

“must contain a copy of the CJs standing orders, a copy of the CJs code of conduct and such information as the CJC considers appropriate. The constitution will also wish to consider such matters as are set out in the CJC regulations including for example the Schedule to the Establishment Regulations”

*Corporate Joint Committees: Statutory Guidance*

It is considered that the Constitution should contain the following:

<b>1. PURPOSE DEFINITIONS AND MAINTAINING</b>	To be prepared
<b>2. ACCESS TO INFORMATION AND CONTRIBUTING TO THE WORK OF THE CJC</b>	To be prepared
<b>3. CJC STANDING ORDERS</b>	Adopted
<b>4. SUB COMMITTEE STANDING ORDERS</b>	Adopted
<b>5. SUB COMMITTEES</b>	Adopted with the exception of Standards Committee which is included in the report
<b>6. OFFICERS</b>	To be prepared
<b>7. CONTRACTS AND LEGAL MATTERS</b>	In the report
<b>8. SCHEME OF DELEGATION</b>	To be prepared
<b>9. FINANCIAL ORDERS</b>	To be prepared
<b>10. PROCUREMENT STANDING ORDERS</b>	In the report
<b>11. MEMBERS CODE OF CONDUCT</b>	Statutory form and in the report
<b>12. MEMBER OFFICER PROTOCOL</b>	To be prepared in consultation with the Standards Sub-Committee
<b>13. WHISTLEBLOWING</b>	To be prepared in consultation with the Standards Sub-Committee

The recommendation is to adopt:

**(a) Code of Conduct for Members and Co-opted members.**

This is in a mandatory statutory form and reflects the Code adopted across all partner authorities. It is possible to add further provisions but that is not general practice. However, the Standards Sub Committee can consider such issues and advise. With the development of the Sub Committees and co-option there is a need to formally adopt the Code.

**(b) Standards Committee Terms of Reference**

This recommends a form of Standards Committee. Currently the position in relation to the Standards Committee Regulations remains uncertain. However, in the absence of guidance on advertising e.g. a form which can meet the requirements. In reality it is not anticipated that the Standards Sub Committee will have a high workload from the outset and drawing on experienced members from the partner authorities is a more practical way of running a Standards Sub Committee drawing on the induction and training provided in the regional Standards Committees. I have consulted with the regional Monitoring Officers on this proposal



**(c)Contract and Legal Matters Orders**

This clearly sets out the administrative arrangements for contracts, court proceedings and rights to sign.

**(d)Contract Procedure Rules**

As we move into a more operational phase it is essential that the CJC's procurement arrangements are clear. It suggested that the recently up dated Gwynedd template is adopted which also represent the rules implemented by the Portfolio Office .

**Monitoring Officer**

Report author

**Finance Officer**

“The development and adoption of an appropriate Constitution is a key cornerstone of robust governance, and the elements included in the Appendices are important initial steps in this here. I support the decision sought.”

**Appendices:**

1. Members and Co-Opted Members Code of Conduct
2. Standards Sub-Committee Terms of Reference
3. Contracts and Legal Matters Orders
4. Contracts Procedure Rules

## **APPENDIX 1**

### **MEMBERS' CODE OF CONDUCT**

#### **1 THE PRINCIPLES**

The Conduct of Members (Principles)(Wales) Order 2001 sets out the principles which are to govern the conduct of members of a relevant authority in Wales. They are :

##### **1.1 SELFLESSNESS**

Members must act solely in the public interest. They must never use their position as members to improperly confer advantage on themselves or to improperly confer advantage or disadvantage on others.

##### **1.2 HONESTY**

Members must declare any private interests to their public duties and take steps to resolve any conflict in a way that protects the public interest.

##### **1.3 INTEGRITY AND PROPRIETY**

Members must not put themselves in a position where their integrity is called into question by any financial or other obligation to individuals or organisations that might seek to influence them in the performance of their duties. Members must on all occasions, avoid the appearances of such behaviour

##### **1.4 DUTY TO UPHOLD THE LAW**

Members must act to uphold the law and act on all occasions in accordance with the trust that the public has placed in them

##### **1.5 STEWARDSHIP**

In discharging their duties and responsibilities members must ensure that their authority's resources are used both lawfully and prudently

##### **1.6 OBJECTIVITY IN DECISION MAKING**

In a carrying out their responsibilities including making appointments, awarding contracts, or recommending individuals for rewards and benefits, members must make decisions on merit. Whilst members must have regard to the professional advice of officers and may properly take account of the views of others, including their political groups, it is their responsibility to decide what view to take and if appropriate, how to vote on any issue.

## 1.7 **EQUALITY AND RESPECT**

Members must carry out their duties and responsibilities with due regard to the need to promote equality of opportunity for all people, regardless of their gender, race, disability, sexual orientation, age or religion, and show respect and consideration for others.

## 1.8 **OPENESS**

Members must be as open as possible about all their actions and those of their authority. They must seek to ensure that disclosure of information is restricted only in accordance with the law.

## 1.9 **ACCOUNTABILITY**

Members are accountable to the electorate and the public generally for their actions and for the way they carry out their responsibilities as a member. They must be prepared to submit themselves to such scrutiny as it appropriate to their responsibilities.

## 1.10 **LEADERSHIP**

Members must promote and support these principles by leadership and example so as to promote public confidence in their role and in the authority. They must respect the impartiality and integrity of the authority's statutory officers and its other employees.

## 2 **INTERPRETATION**

### 2.1 In this code

"**co-opted members**" in relation to a relevant authority, means a person who is not a member of the authority but who :

- (a) is a member of any committee or sub-committee of the authority, or
- (b) is a member of, and represents the authority on, any joint committee or joint sub-committee of the authority

and who is entitled to vote on any question which falls to be decided at any meeting of that committee or sub-committee:

"**meeting**" means any meeting :

- (a) of the relevant authority;
- (b) of any executive or board of that relevant authority;
- (c) of any committee, sub-committee, joint committee or joint sub-committee of the relevant authority or of any such committee, joint committee or joint sub-committee of any executive or board of the authority, or

- (d) where members or officers of the relevant authority are present other than a meeting of a Political Group constituted in accordance with regulation 8 of the Local Government (Committee and Political Groups) Regulations 1990 and includes circumstances in which a member of an executive or board or an officer acting alone exercises a function of an authority;

**"Member"** includes, unless the context requires otherwise a co-opted member;

**"Relevant authority"** means:

- (a) a county council;
- (b) a county borough council;
- (c) a community council
- (ca) A corporate joint committee established by regulations made under Part 5 of the Local Government and Elections (Wales) Act 2021.
- (d) a fire and rescue authority constituted by a scheme under Section 2 of the Fire and Rescue Service Act 2004 or a scheme to which 4 of that Act applies;
- (e) a National Park Authority established under Section 63 of the Environment Act 1995;

**"you"** means you as a member or co-opted member of a relevant authority; and

**"your authority"** means the relevant authority of which you are a member or co-opted member.

- .2.2 In relation to a community Council, references to an authority's monitoring officer and an authority's Standard Committee are to be read, respectively, as references to the Monitoring Officer and the Standards Committee of the county or county borough council which has functions in relation to the community council for which it is responsible under Section 56(2) of the Local Government Act 2000.

### **.3 GENERAL PROVISIONS**

- .3.1. Save where paragraph .3.3 applies, you must observe this code of conduct :
  - (a) whenever you conduct the business, or are present at a meeting, of your authority;
  - (b) whenever you act, claim to act or give the impression you are acting in the role of member to which you were elected or appointed;
  - (c) whenever you act; claim to act or give the impression you are acting as a representative of your authority; or

- (d) at all times and in any capacity, in respect of conduct identified in paragraphs .3.6(a) and .3.8
- .3.2 You should read this code together with the general principles prescribed under Section 49(2) of the Local Government Act 2000 in relation to Wales.
- .3.3 When you are elected, appointed or nominated by your authority to serve
- (a) on another relevant authority, or any other body, which includes a police authority or Local Health Board you must, when acting for that other authority or body, comply with the code of conduct of that other authority or body; or
  - (b) on any other body which does not have a code relating to the conduct of its members, you must, when acting for that other body, comply with this code of conduct, except and insofar as it conflicts with any other lawful obligations to which that other body may be subject.
- .3.4 You must :
- (a) carry out your duties and responsibilities with due regard to the principle that there should be equality of opportunity for all people, regardless of their gender, race, disability, sexual orientation, age or religion;
  - (b) show respect and consideration for others,
  - (c) not use bullying behaviour or harass any person; and
  - (d) not do anything which compromises, or which is likely to compromise, the impartiality of those who work for, or on behalf of, your authority.
- .3.5 You must not :
- (a) disclose confidential information or information which should reasonably be regarded as being of a confidential nature, without the express consent of a person authorised to give such consent, or unless required by law to do so.
  - (b) prevent any person from gaining access to information to which that person is entitled by law.
- .3.6 You must :
- (a) not conduct yourself in a manner which could reasonably be regarded as bringing your office or authority into disrepute;
  - (b) report, whether through your authority's confidential reporting procedure or direct to the proper authority, any conduct by another member or anyone who works for, or on behalf of, your authority which you reasonably believe involves or is likely to involve criminal behaviour (which for the purposes of this paragraph does not include offences or offences capable of punishment by way of a fixed penalty);

- (c) report to the Public Services Ombudsman for Wales and to your authority's Monitoring Officer any conduct by another member which you reasonably believe breaches this code of conduct;
  - (d) not make vexatious, malicious or frivolous complaints against other members or anyone who works for or on behalf of your authority.
- .3.7 You must comply with any request of your authority's Monitoring Officer or the Public Services Ombudsman for Wales, in connection with an investigation conducted in accordance with their respective statutory powers.
- .3.8 You must not :
- (a) in your official capacity or otherwise, use or attempt to use your position improperly to confer on or secure for yourself, or any other person, an advantage or create or avoid for yourself, or any other person, a disadvantage;
  - (b) use, or authorise others to use, the resources of your authority :
    - (i) imprudently;
    - (ii) in breach of your authority's requirements;
    - (iii) unlawfully;
    - (iv) other than in a manner which is calculated to facilitate, or to be conducive to, the discharge of the functions of the authority or of the office to which you have been elected or appointed;
    - (v) improperly for political purposes; or
    - (vi) improperly for private purposes.
- .3.9 You must :
- (a) when participating in meetings or reaching decisions regarding the business of your authority, do so on the basis of the merits of the circumstances involved and in the public interest having regard to any relevant advice provided by your authority's officers, in particular by :
    - (i) the authority's chief executive;
    - (ii) the authority's Head of Finance;
    - (iii) the authority's Monitoring Officer;
    - (iv) the authority's chief legal officer (who should be consulted when there is any doubt as to the authority's power to act, as to whether the action proposed lies within the policy framework agreed by the authority or where the legal consequences of action or failure to act by the authority might have important repercussions);

- (b) give reasons for all decisions in accordance with any statutory requirements and any reasonable additional requirements imposed by your authority.

.3.10 You must :

- (a) observe the law and your authority's rules governing the claiming of expenses and allowances in connection with your duties as a member;
- (b) avoid accepting from anyone gifts, hospitality (other than official hospitality, such as a civic reception or a working lunch duly authorised by your authority), material benefits or services for yourself or any person which might place you, or reasonably appear to place you, under an improper obligation.

## **.4 INTERESTS**

### **.4.1 Personal Interests**

- (a) You must in all matters consider whether you have a personal interest, and whether this code of conduct requires you to disclose that interest.
- (b) You must regard yourself as having a personal interest in any business of your authority if
  - (i) it relates to, or is likely to affect :
    - (A) any employment or business carried on by you;
    - (B) any person who employs or has appointed you, any firm in which you are a partner or any company for which you are a remunerated director;
    - (C) any person, other than your authority, who has made a payment to you in respect of your election or any expenses incurred by you in carrying out your duties as a member;
    - (D) any corporate body which has a place of business or land in your authority's area, and in which you have a beneficial interest in a class of securities of that body that exceeds the nominal value of £25,000 or one hundredth of the total issued share capital of that body;
    - (E) any contract for goods, services or works made between your authority and you or a firm in which you are a partner, a company of which you are a remunerated director, or a body of the description specified in sub-paragraph (D) above;
    - (F) any land in which you have a beneficial interest and which is in the area of your authority;
    - (G) any land where the landlord is your authority and the tenant is a firm in which you are a partner, a company

of which you are a remunerated director, or a body of the description specified in sub-paragraph (D) above.

(H) any body to which you have been elected, appointed or nominated by the authority;

(I) any:

1. public authority or body exercising functions of a public nature;
2. company, industrial and provident society, charity or body directed to charitable purposes;
3. body whose principal purposes include the influence of public opinion or policy;
4. trade union or professional association; or
5. private club, society or association operating within your authority's area

in which you have membership or hold a position of general control or management.

(J) any land in your authority's area in which you have a licence (alone or jointly with others) to occupy for 28 days or longer).

(ii) a member of the public might reasonably perceive a conflict between your role in taking a decision upon that business, on behalf of your authority as a whole and your role in representing the interests of constituents in your ward or electoral division; or

(iii) a decision upon it might reasonably be regarded as affecting :

(A) your well-being or financial position, or that of a person with whom you live, or any person with whom you have a close personal association;

(B) any employment or business carried on by persons as described in (A).

(C) any person who employs or has appointed such persons described in (A), any firm in which they are a partner, or any company of which they are directors;

(D) any corporate body in which persons as described in (A) have a beneficial interest in a class of securities exceeding the nominal value of £5,000, or

(E) any body listed in paragraphs .4.1(b)(i)(l)1 to .4.1(b)(i)(l)5 in which persons described in (A) hold a position of general control or management to a greater extent than the majority of:



1. in the case of an authority with electoral divisions or wards, other council tax payers, rate payers or inhabitants of the electoral division or ward, as the case may be, affected by the decision; or
2. in all other cases, other council tax payers, ratepayers or inhabitants of the authority's area.

#### **.4.2 Disclosure of Personal Interests**

- (a) Where you have a personal interest in any business of your authority and you attend a meeting at which that business is considered, you must disclose orally to that meeting the existence and nature of that interest before or at the commencement of that consideration, or when the interest becomes apparent.
- (b) Where you have a personal interest in any business of your authority and you make :
  - (i) written representations (whether by letter, facsimile or some other form of electronic communication) to a member or officer of your authority regarding that business, you should include details of that interest in the written communication; or
  - (ii) oral representations (whether in person or some form of electronic communication) to a member or officer of your authority you should disclose the interest at the commencement of such representations, or when it becomes apparent to you that you have such an interest, and confirm the representations and interest in writing within 14 days of the representation.
- (c) Subject to paragraph .4.5(a)(ii) below, where you have a personal interest in any business of your authority and you have made a decision in exercising a function of an executive or board, you must in relation to that business ensure that any written statement of that decision records the existence and nature of your interest.
- (d) You must, in respect of a personal interest not previously disclosed before or immediately after the close of a meeting where the disclosure is made pursuant to sub-paragraph .4.2(a) submit a written notice to the authority in accordance with any requirements identified by your authority's Monitoring Officer from time to time, but as a minimum containing:
  - (i) details of the personal interest;
  - (ii) details of the business to which the personal interests relates; and
  - (iii) your signature.
- (e) Where you have agreement from your monitoring officer that the information relating to your personal interest is sensitive information, pursuant to paragraph .5.2(a), your obligations under paragraph .4.2 to disclose such information, whether orally or in writing, are to be replaced with an obligation to disclose the

existence of a personal interest and to confirm that your Monitoring Officer has agreed that the nature of such personal interest is sensitive information.

- (f) For the purpose of paragraph (d), a personal interest will only be deemed to have been previously disclosed if written notification has been provided in accordance with this code since the last date on which you were elected, appointed or nominated as a member of your authority.
- (g) For the purposes of sub-paragraph (c) where no written notice is provided in accordance with the paragraph you will be deemed as not to have declared a personal interest in accordance with this code.

#### .4.3 **Prejudicial Interests**

- (a) Subject to sub-paragraph (b) below, where you have a personal interest in any business of your authority, you also have a prejudicial interest in that business if the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgement of the public interest.
- (b) Subject to paragraph (c), you will not be regarded as having a prejudicial interest in any business where that business :-
  - (i) relates to:
    - (A) another relevant authority of which you are also a member;
    - (B) another public authority or body exercising functions of a public nature in which you hold a position of general control or management;
    - (C) a body to which you have been elected, appointed or nominated by your authority;
    - (D) your role as a school governor (where not appointed or nominated by your authority) unless it relates particularly to the school of which you are a governor;
    - (E) your role as a member of the Local Health Board where you have not been appointed or nominated by your authority;
  - (ii) relates to
    - (A) the housing functions of your authority where you hold a tenancy or lease with your authority, provided that you do not have arrears of rent with your authority of more than two months and provided that those functions do not relate particularly to your tenancy or lease;

- (B) the functions of your authority in respect of school meals, transport and travelling expenses, where you are a guardian, parent, grandparent or have parental responsibility (as defined in section 3 of the Children Act 1989) of a child in full time education, unless it relates particularly to the school which the child attends;
  - (C) the functions of your authority in respect of statutory sick pay under Part XI of the Social Security Contributions and Benefits Act 1992, where you are receipt of, or are entitled to the receipt of such pay from your authority;
  - (D) the functions of your authority in respect of an allowance or payment made under sections 22(5), 24(4) and 173 to 176 of the Local Government Act 1972 an allowance or pension under Section 18 of the Local Government and Housing Act 1989 or an allowance or payment under Section 100 of the Local Government Act 2000;
- (iii) your role as a community councillor in relation to a grant, loan or other form of financial assistance made by your community council to community or voluntary organisations up to a maximum of £500.
- (c) The exemptions in sub-paragraph .4.3.(b)(i) do not apply where the business relates to the determination of any approval, consent, licence, permission or registration.

#### .4.4 Overview and Scrutiny Committees

You also have a prejudicial interest in any business before an Overview and Scrutiny Committee of your authority (or of a sub-committee of such a committee) where :

- (a) that business relates to a decision made (whether implemented or not) or action taken by your authority's executive, board or another of your authority's committees, sub-committees, joint committees or joint sub-committees; and
- (b) at the time the decision was made or action was taken, you were a member of the executive, board, committee, sub-committee, joint-committee or joint sub-committee mentioned in sub-paragraph (a) and you were present when that decision was made or action was taken.

#### .4.5 Participation in relation to Disclosed Interests

- (a) Subject to paragraphs (b), (c) and (d), where you have a prejudicial interest in any business of your authority you must, unless you have obtained a dispensation from your authority's standard committee :
  - (i) withdraw from the room, chamber or place where a meeting considering the business is being held -

or giving evidence relating to the business has ended and in any event before further consideration of the business begins, whether or not the public are allowed to remain in attendance for such consideration; or

- (B) in any other case, whenever it becomes apparent that that business is being considered at that meeting;
  - (ii) not exercise executive or board functions in relation to that business;
  - (iii) not seek to influence a decision about that business;
  - (iv) not make any written representations (whether by letter, facsimile or some other form of electronic communication) in relation to that business; and
  - (v) not make any oral representations (whether in person or some form of electronic communication) in respect of that business or immediately cease to make such oral representations when the prejudicial interest becomes apparent.
- (b) Where you have a prejudicial interest in any business of your authority you may attend a meeting but only for the purpose of making representations, answering questions or giving evidence relating to the business provided that the public are also allowed to attend the meeting for the same purpose, whether under a statutory right or otherwise.
- (c) Sub-paragraph (a) does not prevent you attending and participating in a meeting if -
- (i) you are required to attend a meeting of an overview or scrutiny committee by such committee exercising its statutory powers; or
  - (ii) you have the benefit of a dispensation provided that you -
    - (A) state at the meeting that you are relying on the dispensation; and
    - (B) before or immediately after the close of the meeting give written notification to your authority containing -
      1. details of the prejudicial interest;
      2. details of the business to which the prejudicial interest relates;
      3. details of, and the date on which, the dispensation was granted; and
      4. your signature.
- (d) Where you have a prejudicial interest and are making written or oral representations to your authority in reliance upon a dispensation you must provide details of the dispensation within any such written or

oral representation and, in the latter case, provide written notification to your authority within 24 days of making the representation.

## **.5 THE REGISTER OF MEMBERS' INTERESTS**

### **.5.1 Registration of Financial and Other Interests and Memberships and Management Positions**

- (a) Subject to sub-paragraph(c) you must within 28 days of
  - (i) your authority's code of conduct being adopted or the mandatory provisions of this model code being applied to your authority; or
  - (ii) your election or appointment to office (if that is later)

register your financial interests and other interests where they fall within a category mentioned in paragraph .4.1(b)(i) in your authority's register maintained under Section 81(1) of the Local Government Act 2000 by providing written notification to your authority's Monitoring Officer.

- (b) You must within 28 days of becoming aware of any new personal interest or change to any personal interest registered under sub-paragraph (a), register that new personal interest or change by providing written notification to your authority's Monitoring Officer.
- (c) Sub-paragraphs (a) and (b) do not apply to sensitive information determined in accordance with paragraph .5.2(a).
- (d) Sub-paragraph (a) will not apply if you are a member of a relevant authority which is a community council when you act in your capacity as a member of such an authority.

### **.5.2 Sensitive Information**

- (a) When you consider that the information relating to any of your personal interests is sensitive information and your authority's monitoring officer agrees, you need not include that information when registering that interest, or as the case may be a change to the interest under paragraph .5.1.
- (b) You must, within 28 days of becoming aware of any change of circumstances which means that information excluded under sub-paragraph (a) is no longer sensitive information, notify your authority's monitoring officer asking that the information be included in your authority's register of members' interests.
- (c) In this code, 'sensitive information' means information whose availability for inspection by the public creates, or is likely to create, a serious risk that you or a person who lives with you may be subjected to violence or intimidation.

### **.5.3 Registration of Gifts and Hospitality**

You must within 28 days of being offered any gift, hospitality, material benefit or advantage above the value of £25, provide written notification to

your authority's monitoring officer of the existence and nature of that gift, hospitality, material benefit or advantage. You must register any such offer whether you accept it or not.

## **APPENDIX 1**

### **THE GWYNEDD STANDARD**

This document explains the standard of conduct expected from Gwynedd Council's councillors in dealing with each other. It should be read in conjunction with the Members Code of Conduct and the Protocol Member-Officer Relations. It adds to those documents and not detract from them.

Gwynedd Council members are expected to :-

#### **Public behaviour:**

- Show respect to each other
- Not make personal abusive comments about each other.
- Not publish anything insulting about each other.
- Not make malicious allegations against each other.
- Not publish or spread any false information about each other.
- Show respect to diversity and equality.

#### **Behaviour in committees:**

- Behave with dignity in the Chamber.
- Show respect to the Chairman and obey his decisions.
- Not use indecent language nor make racial remarks or remarks which prejudice any section of society.

#### **Confidentiality:**

- Keep the confidentiality of exempt papers and any other documents which are not public.
- Not release confidential information to the press or the public.
- Return confidential papers.
- Not use confidential information for purposes other than intended.

#### **Local members**

- Work with members of adjoining wards for the benefit of the locality.
- If dealing with any matter relating to another ward
  - Explain to anyone seeking assistance that he/she is not the local member
  - Inform the local member, unless it would lead to a breach of confidentiality

## **APPENDIX 2**

### **GWYNEDD COUNCIL LOCAL RESOLUTION PROCEDURE**

# **A PROCEDURE FOR DEALING WITH ALLEGATIONS THAT A MEMBER HAS BREACHED THE MEMBER-OFFICER RELATIONS PROTOCOL OR THE GWYNEDD STANDARD**

## **INTRODUCTION**

1. The Protocol for Member-Officer Relations is an important tool to promote good co-operation between members and officers within the Council and thereby allow the council to fulfil its duties effectively and professionally. In the same vein the Council has adopted the Gwynedd Standard in order to promote and maintain high standards of conduct amongst members. It is therefore important that any allegations against a member that he/she has breached the protocol or the Standard can be dealt with quickly and effectively. The purpose of this procedure is to introduce a simple and easy to understand method of dealing with such allegations.

## **STAGE 1 OF THE PROCEDURE**

2. Anyone who wishes to submit an allegation under this procedure should send the complaint (in the case of an officer following consultation with the Head of Department) to the Monitoring Officer. Following receipt of the complaint the Monitoring Officer will act as follows:-
3. In the first place a brief preliminary investigation will be held to establish the facts (where possible) and the areas of dispute. Possible resolutions will be explored with the complainant and the member about whom the complaint is made to establish whether the complaint can be resolved quickly. At this stage the complainant will also be advised whether another course of action (e.g. referral to the Ombudsman) is more appropriate. This stage may be undertaken by the Monitoring Officer personally or by another officer appointed by him.
4. If following the first stage the complainant wishes to proceed with the allegation under this procedure the matter may be referred either to a conciliation meeting under Stage 2 or to a hearing by the Standards Committee under Stage 3.

## **STAGE 2 OF THE PROCEDURE.**

5. At Stage 2 a meeting will be held between the person making the complaint, the member against whom the complaint is made, the Monitoring Officer and (if deemed appropriate) other persons invited by the Monitoring Officer. Such persons could include, but are not limited to, the Chief Executive and the Group Leader of the relevant political group(s). It is possible for an officer to have a colleague or senior officer from the department with him/her. It is also possible for the matter to be dealt



with in the officer's absence in exceptional cases. The purpose of this meeting will be to try and resolve the matter without it going further.

### **STAGE 3 OF THE PROCEDURE.**

6. The third Stage is a hearing before the Standard Committee. The person making the complaint will be asked to submit the substance of the complaint in writing and the member concerned will be asked for a written response. These papers, together with any additional written evidence that is submitted by either side will be distributed to the members of the Standards Committee.
7. Both the person making the complaint and the member who is the subject of the complaint have the right to appear before the Standards Committee and to submit evidence from witnesses. Written witness evidence alone will not be accepted without the consent of the other side. Both sides will have the right to representation or to have a colleague present. The Council will not meet the costs of representations.
8. If either side wishes not to be present or fails to attend, the hearing may be held in their absence.
9. After the evidence has been heard, both sides and their representatives will be asked to leave the chamber and the Standards Committee will come to a conclusion on the allegation. The Monitoring Officer or his representative will be available to advise the Committee.
10. The Committee can come to one of three conclusions, namely :-
  - a) That there is basis to the complaint
  - b) That there is a basis to the complaint but that no further action is required.
  - c) That there is a basis to the complaint and that the member should be censured.

In addition the Committee can make recommendations to the Council regarding changing any procedures or taking any further action.

### **SUPPLEMENTARY MATTERS.**

11. Publicity will not be given to the names of the parties unless it is decided to uphold the complaint. The hearing before the Standards Committee will be exempt.
12. Stages 2 and 3 do not have to be following sequentially. Although it is possible for a complainant who remains dissatisfied after the conciliation meeting to ask for the matter to be referred to a hearing before the Standards Committee, it is also possible for a matter to proceed directly to the Standards Committee without going first to a conciliation meeting. The member may offer an apology at any time up to the hearing

but if a hearing has been arranged and the complainant decides that he/she does not wish to proceed with the complaint the consent of the Chair of the Standards Committee is required to cancel the hearing.

13. \_\_\_ The aim of this procedure is to try and resolve complaints regarding members quickly and effectively. Nothing in this procedure prevents anyone from submitting a complaint to the public services ombudsman for wales that a member has breached the members code of conduct. The ombudsman could, if he is of the opinion that there is a case to answer, refer the matter to the standards committee or the adjudication panel for wales which has the power to disqualify members for up to 5 years.

## Appendix 2

### STANDARDS SUB-COMMITTEE

#### Composition

##### Membership of the Standards Committee.

The standards committee is composed of 7 Members appointed by the CJC who shall be independent members nominated from each of the Standards Committees of the 6 Constituent Authorities and the Eryri National Park Authority.

The following persons are not eligible to serve as Independent (Lay) Members of the standards committee:

A person who is a Councillor or Officer of the Constituent councils or the spouse or civil partner of a Councillor or an Officer;

A person who has been, but is no longer a Councillor or Officer of the Constituent councils;

A person who is a member or an officer, or the spouse or civil partner of a member or an officer of a Relevant Authority:

For the period of 12 months commencing with the date on which that person ceased to be a member or officer a Relevant Authority, a person who has been, but is no longer a member or officer of it.

“Relevant Authority” means a Relevant Authority as defined in Section 49 of the Local Government Act 2000.

#### Term of Office

Independent (Lay) Members are appointed for a period of not less than four and not more than six years and may be reappointed for one consecutive term not exceeding four years.

#### Meetings

The standards committee must meet at least once annually.

##### Quorum of Standards Committee

A meeting of the standards committee shall only be quorate when at least 4 Members, including the chairperson or in their absence the vice chair, are present.

#### Voting

All Members will be entitled to vote at meetings.

A question to be decided by the standards committee shall be decided by a majority of the votes cast by those members present at the meeting and eligible to vote.

In the case of an equality of votes, the person presiding at a meeting of the standards committee shall have a second, casting vote.

### **Chairing the committee.**

Only an Independent (Lay) Member of the standards committee may be the chairperson or vice-chairperson

If the chairperson is absent from a meeting of the standards committee, then the vice-chairperson of the committee, if present, shall preside.

If both the chairperson and the vice-chairperson of the standards committee are absent from a meeting, an independent member as chosen by the standards committee shall preside.

The chairperson and vice-chairperson will be elected by the Members of the standards committee for whichever is the shortest period of:

- a. not less than four years or no more than six years; or
- b. until the term of office of the Independent Member comes to an end.

A chairperson or vice-chairperson can be re-elected following their re-appointment as a member of the committee as the case may be.

### **Role and Function**

The standards committee will have the following roles and functions:

- a. promoting and maintaining high standards of conduct by Members;
- b. assisting Members to observe the Members' Code of Conduct;
- c. advising the CJC on the adoption or revision of the Members' Code of Conduct;
- d. monitoring the operation of the Members' Code of Conduct;
- e. advising on training or arranging to train Members on matters relating to the Members' Code of Conduct;
- f. granting dispensations to Members from requirements relating to interests set out in the Members' Code of Conduct;
- g. dealing with any reports from a case tribunal or interim case tribunal, and any report from the Monitoring Officer on any matter referred to that officer by the Public Services Ombudsman for Wales.
- h. overseeing the CJC's whistle-blowing regime;
- i. providing advice to individual Members on such issues as the treatment of personal interest and on conduct matters generally.
- j. determining appropriate action on matters referred to it by the Public Services Ombudsman for Wales.
- k. overseeing the Register of Interest of Members and Officers.
- l. overseeing the CJC's rules and protocols on accountability of members.
- m. overseeing the attendance of Members at relevant meetings.

As soon as reasonably practicable after the end of each financial year, the standards committee will make an annual report to the CJC setting out the following:

- a. how the committee's functions have been discharged
- b. what has been done to discharge the general and specific functions;
- c. reports and recommendations made or referred to the committee by the Ombudsman;
- d. action taken by the committee following its consideration of such reports and recommendations;
- e. notices given to the committee by the Adjudication Panel for Wales.
- f. such other matters as the committee may wish to draw to the attention of CJC in relation to the standards committee's functions.

## **Appendix 3**

### **Finance, Contracts and Legal Matters**

#### **1 Financial Management**

The management of the CJC's financial affairs will be conducted in accordance with the Financial Procedure Rules

#### **2 Contracts**

Every contract made by the CJC will comply with the Contracts Procedure Rules.

#### **3 Legal and Other Proceedings**

The Monitoring Officer is authorised to institute, defend or participate in any legal proceedings: including court actions; those of Tribunals, Arbitrations and/or Forums involving dispute resolutions; he/she is also authorised to instruct Counsel, engage expert witnesses and to do all other things to facilitate the conduct of cases in the CJC's name; including, as deemed appropriate, to settle and otherwise compromise actions (whether during the conduct of court proceedings, prior to issue of court proceedings or to resolve any Ombudsman complaint).

The Monitoring Officer is Solicitor to the CJC, or any part of it, hence all proceedings and court actions are entered in his or her name and all representation organised through him/her.

The Monitoring Officer is also authorised to instruct Counsel to provide advice to the CJC on any matters relating to the carrying out of its functions and to represent the CJC at Inquiries (of whatever nature) where he/she deems it necessary in the CJC's interests to do so.

#### **4 Authentication or Signature of Documents**

Where it is necessary and proper that any document be authenticated or signed in respect of any matter on behalf of the CJC, or any part of it, the Chief Executive, S151 Officer or Monitoring Officer shall so authenticate or sign as the "Proper Officer", unless any enactment otherwise authorises or requires, or the CJC has given requisite authority to some other person, to also authenticate or sign any document.

#### **5.2 Sealing and Execution of Documents**

(a) The Monitoring Officer shall have authority to the Common Seal and execute under Seal any deed or document.

(b) The Officers referred to above shall have authority to execute any deed or document not required by law to be under seal which is necessary to affect the decisions of the Council.

(c) This function can be delegated further by the named persons.

(d) Any entry of the sealing of every deed or document to which the Common Seal has been affixed shall be made by the Head of Legal Services and consecutively numbered in a book to be provided for the purpose.

**CONTRACT STANDING ORDERS AND PROCUREMENT RULES**

**.1 INTRODUCTION**

- .1.1 Procurement is the process by which the Corporate Joint Committee (“CJC”) manages the acquisition of all its Goods, Services and Works. It includes the identification of need, consideration of options, the actual procurement process and the subsequent management and review of the contracts.
- .1.2 These Contract Standing Orders and Procurement Rules provide a corporate framework for the procurement of all Goods, Services and Works for the Council. The Rules are designed to ensure that the CJC obtains value for money and the required level of quality and performance in all contracts let and that all procurement activity is conducted with openness, probity and accountability.
- .1.3 In all its procurements the CJC must comply with the based principles of non-discrimination, equal treatment, transparency, mutual recognition and proportionality and these rules are designed to ensure compliance with the same.

**.2 DEFINITIONS AND INTERPRETATIONS**

- .2.1. In these Rules the following definitions apply:
  - **Authorised Officers** means the holder for the time being of any post named in the Scheme of Delegation as having delegated powers and duties in respect of the procurement concerned.
  - **Chief Officer** means any officer in the following categories of officer, Chief Executive, and Head of Department or Senior Manager .
  - **Contract** means any form of agreement (including, without limitation, official purchase orders) for the supply of Goods, provision of Services or carrying out of Works.
  - **Contractor** means any contractor, supplier or provider with whom the CJC enters into a Contract for the carrying out of works, provision of services or the supply of goods
  - **Framework Agreement** means an agreement with one or more Contractors, the purpose of which is to establish the terms (in particular with regard to price and quantity) governing a contract or contracts to be awarded during the period for which the framework agreement applies.
  - **Goods** covers all the goods, supplies, substances and materials that the CJC purchases, hires or otherwise obtains.
  - **Grant and Grants** a sum of money paid or to be paid by the CJC to a third party, and in respect of which the CJC does not require the grantee to provide the CJC with any services, goods or carry



out any works for the CJC's direct benefit. The Grant may be conditional (i.e. obligation to spend the Grant in a particular manner, to account for that spend and repay the Grant if the Grant conditions are breached).

- **ITT** means an invitation to submit a Tender.
  - **Light Touch Contract** means a proposed contract for the provision of certain social or other specific services listed in Schedule 3 of the Regulations.
  - **Procurement** means the process by which the CJC manages the acquisition of all its goods, services and works. It includes the identification of need, consideration of options, the actual procurement process and the subsequent management and review of the contracts.
  - **Procurement Manager** means Gwynedd Council's Procurement Manager or any officers under his/her supervision or management who are given delegated powers to carry out any of the obligations, duties or activities required to be performed by him/her under these Rules or to act in his/her absence.
  - **Procurement Process** means the procurement process spans the whole life cycle, from identification of needs, options appraisal, supplier selection, award and contract management through to the end of a contract or the end of the useful life of the asset, or disposal of the asset.
  - **Rules** means these Contract Standing Orders and Procurement Rules.
  - **Services** includes all services, which the CJC purchases or otherwise obtains including advice, specialist consultancy work, agency, staff, etc.
  - **Negotiated Procedure** whereby the CJC has negotiated the terms of the Contract with one or more providers, Contractors or suppliers selected by it.
  - **Regulations** means the Public Contracts Regulations 2015 and any amendment or re-enactment thereof.
  - **Tenderer/Tenderers**. Individual, individuals, partnerships, companies or other bodies invited to submit quotes/tenders, prices for providing the CJC with services, supplying goods or carrying out works.
- 
- **Variant Bid** means an offer/bid which contains variants on the requirements specified by the CJC in its procurement documentation.
  - **Variation and Variations** means any alterations to a contract, including additions, omissions, substitutions, alterations or changes of any other nature.
  - **Works** includes all works of new construction and repairs in respect of physical assets (buildings, roads, etc.) including all

those activities constituting works for the purposes of the Regulations.

- **Written** means in writing or in a "written" electronic form.

- .2.2 All values referred to in these Rules are exclusive of V. A. T.
- .2.3 Any dispute regarding interpretation of these Rules shall be referred to the Monitoring Officer for resolution.
- .2.4 These Rules shall be read in conjunction with the CJC's Constitution as a whole and in particular the CJC's Financial Procedure Rules, which must be complied with.
- .2.5 The Procurement Manager shall undertake a formal review of these Rules at least every two years.

### **.3 COMPLIANCE WITH THESE RULES**

- .3.1 These Rules must be followed when dealing with any CJC Procurement except for those Procurements and other matters referred to in Rule .4.
- .3.2 Every Procurement undertaken by the CJC or any other party on its behalf must comply with
  - (a) all relevant statutory provisions;
  - (b) where applicable the Regulations;
  - (c) the CJC's Constitution;
  - (d) the CJC's strategic objective and policies including the Corporate Procurement Strategy.
  - (e) the CJC's Sustainable Procurement Policy; and
  - (f) the guidance on the Procurement Unit Intranet Site.
- .3.3 The Procurement Manager may from time to time issue procurement guidance. Chief Officers must ensure that employees in their Service are aware of such guidance and should ensure compliance.
- .3.4 Any failure by an officer to comply with any provision of these Rules may result in disciplinary action.

### **.4 EXCEPTIONS TO THE RULES**

- .4.1 These Rules do not apply to:
  - (a) the acquisition or disposal of land;

- (b) contracts of employment which make an individual a direct employee of the CJC;
- (c) use of the CJC's in-house services;
- (d) award of Grants (Grants are not regulated by public procurement law as they are not public contracts. However, they are regulated by the rules on state aid and by general public law controls relating to fiduciary duty and proper spending of public money as well as specific conditions which may include procurement requirements);
- (e) individual orders placed under contracts which provide for orders to be placed against agreed schedules of rates, or under a measured term contract or under a Framework Agreement, provided that such contracts or Framework Agreement have been let by the CJC in accordance with these Rules;
- (f) individual orders placed under Crown Commercial Service and or Welsh Government let Framework Agreement or other public sector Framework Agreement where the CJC is permitted to place orders under such agreements;
- (g) contracts for services entered into in pursuance of powers under the National Health Services and Community Care Act 1990 and the Children Act 1989 for the benefit of an individual;
- (h) instructions and briefings issued by or on behalf of the Monitoring Officer to Counsel. The Monitoring Officer will make arrangements to ensure that a record is kept of all such instructions or briefs together with a record of Counsel's fee;
- (i) Goods, Services and Works procured by another public body on behalf of or for the joint benefit of the CJC and other parties (i.e. a collaborative procurement arrangement such as contracts awarded via the National Procurement Service etc.) and provided that in such case, the other public body's procurement/contract rules, all UK procurement law requirements, and the fundamental principles of the EC Treaty have been complied with. The advice of the Procurement Manager must be sought before placing reliance on any such arrangement. When placing reliance on the exemptions stated above, the Authorised Officer should ensure that the best possible value for money is obtained for the Council.

## **.5 COUNCIL-WIDE FRAMEWORK ARRANGEMENTS**

- .5.1 Where available, use must be made of the CJC's existing corporate purchasing and Framework Agreements let in accordance with these Rules, unless in exceptional circumstances the Procurement Manager has agreed

otherwise. The Corporate Procurement Unit maintains a register of such agreements and can provide advice on their use.

## **.6 ESTIMATING THE CONTRACT VALUE**

- .6.1 No works or requirements for goods or services may be artificially split to avoid compliance with UK procurement law or these Rules.
- .6.2 The estimated value of a Contract/procurement exercise shall be the value of the total consideration, net of value added tax, which the CJC expects to be payable under the Contract.
- .6.3 In determining the value of the total consideration, which the CJC expects to pay, the CJC shall, where relevant, take account of:
  - (a) any form of option
  - (b) the term/period of the proposed Contract
  - (c) any rights to renew the Contract/extend the Contract period
  - (d) any price, payment, premium, fees, commission, interest or other form of remuneration payable under the proposed Contract or in respect of the proposed procurement.
- .6.4 In determining the value of any Contract for the hire of Goods, if the term of the Contract is indefinite or uncertain at the time the Contract is entered into, then the value shall be taken as equating to the value of the monthly consideration multiplied by 48.
- .6.5 In determining the value of any Contract for the provision of Services or carrying out of Works, if the term of the Contract is indefinite or uncertain at the time the Contract is entered into then the value shall be taken as equating to the value of the monthly consideration multiplied by 48.
- .6.6 Where the CJC has requirements over a period of time for Goods and Services where the contracts have similar characteristics and the Goods and Services are of the same type, and enters into a series of contracts or a contract which is renewable, then the estimated value shall be calculated by the total spend on such matters over the last 12 months or projected estimated spend for next 12 months, whichever is the greater. In estimating this value the advice of the Procurement Manager must be sought and regard had to provisions of Regulation 6 of the Regulations.
- .6.7 For Framework Agreements, or similar, without a known annual expenditure but with duration exceeding one year, the number of years duration will be multiplied by the likely annual expenditure and must be determined in consultation with the Procurement Manager. The maximum period now permitted under the UK Procurement Rules for Framework Agreements is 4 years.

## **.7 CONTRACTS UNDER £50,000 (Quotations)**

- .7.1 Where possible, goods, services and works must be obtained via existing corporate Framework Arrangements, standing lists or consortia arrangements.
- .7.2 Where there are no existing approved arrangements, the following number of quotations must be sought and evidenced in accordance with Rules .7.3 or .7.4.
- (a) Up to £5,000 require only one quotation;
  - (b) Between £5,000 and £50,000 require three quotations.
- .7.3 For Procurements up to £5,000 the quotation obtained must be in writing in order that best value and the integrity of the process can be demonstrated. This information must be retained by the Service.
- .7.4 For Procurements of £5,000 to £50,000 records will be kept detailing which Contractors were selected to quote, to whom the Contract was awarded and the reasons for so doing (lowest price or offer which represents best value to the CJC and why), so that best value and the integrity of the process can be demonstrated. The confidentiality of quotes will be maintained until the contract has been awarded. This information must be retained by the Service. It is important to appreciate that Contractors must be informed of how their quotations will be evaluated and this information should be set out when Contractors are asked to quote.
- .7.5 Where similar goods, services and works are regularly required, and arrangements described in Rule 7.5 are not available, consideration must be given to awarding a framework arrangement and the advice of the Procurement Manager must be obtained.
- .7.6 Where goods, services or works are regularly procured from a single particular supplier under this Rule and the aggregated value of those contract exceed £50,000 in any financial year, the matter must be reported by the Head of Department to the Procurement Manager who will undertake a review of the arrangements with regard to ensuring compliance with these Rules and the Councils Policies and Strategies.

## **.8 CONTRACTS VALUED ABOVE £50,000 (TENDERS)**

- .8.1 For procurements with an estimated value of more than £50,000 at least three written tenders must be invited.
- .8.2 For the rules as to: Pre-qualification, Invitation to Tender, Receipt of Tenders, Custody and Opening of Tenders, Tender Evaluation, Post Tender Negotiation, Evaluation Team, Risk and Awarding Contracts, see rules .12 to .25.

- .8.3 The Corporate Procurement Unit shall maintain a Corporate Contract Register which will record to whom contracts are awarded and the procurement route following in each case. The Authorised Officer must provide the Corporate Procurement Manager with all required information to facilitate this.
- .8.4 All tenders must use a tender reference number and advise the Corporate Procurement Unit of this number.

## **.9 CONTRACTS TO WHICH THE REGULATIONS APPLY**

- .9.1 In the case of procurements that fall to be dealt with under the Regulations:
- (a) tenders will be invited in accordance with the requirements of the said directives and Regulations for the time being in force; and
  - (b) such directives and Regulations will take precedence over these Rules;
  - (c) such directives and Regulations include requirements which are over and above the requirements set out in these Rules.
- .9.2 Advice and guidance on whether a particular procurement is subject to the Regulations can be obtained from the Procurement Manager and Monitoring Officer.
- .9.3 The current thresholds, as of the 1<sup>st</sup> of January, 2022 are:
- Services £213,477
  - Supplies £213,477
  - Works £5,336,937
  - Light Touch Contract for Services £663,540
- The value of a procurement must now be calculated inclusive of VAT as per the Procurement Policy Note 10/21.
- The thresholds change every two years and are due to change again on the 1<sup>st</sup> of January 2024.
- .9.4 The Corporate Procurement Unit is responsible for collation and submission of statistical returns in accordance with Regulation 40 of the Regulations and will make the necessary arrangements for information to be collected annually. Heads of Service shall comply with these arrangements.

## **.10 CONSULTANTS**

- .10.1 Any consultants used by the CJC shall be appointed in accordance with these Rules. Where the CJC uses Consultants to act on its behalf in relation to any procurement, then the relevant Head of Service shall ensure that the consultants carry out any procurement in accordance with these contract standing orders. No consultant shall make a decision on

whether to award a contract or to whom a contract should be awarded. The relevant Head of Service shall ensure that the consultant's performance is monitored.

**.11 NOMINATED AND NAMED SUB-CONTRACTORS**

.11.1 If a sub-contractor, supplier or sub-consultant is to be nominated or named to a main contractor, quotations or tenders must be invited in accordance with these Standing Orders and the terms of the invitation shall be compatible with the main contract.

**.12 PRE QUALIFICATION (Applies to all)**

.12.1 The CJC shall only enter into a Contract with a Contractor if it is satisfied as to the Contractor's competencies. The criteria for selecting Tenderers may include, but need not be limited to:

- (a) Technical or professional competence and experience including qualifications;
- (b) Health and Safety;
- (c) Quality including certification by official quality control institutes or agencies of recognised competence and or attesting conformity to quality assurance standards and or measures or equivalent bodies or standards;
- (d) Financial and economic standing including appropriate insurance provisions;
- (e) Sustainability, including environmental management measures, and
- (f) Evidence as to whether they are unsuitable on grounds, e.g. of bankruptcy, criminal conviction or failure to pay taxes.

.12.2 Any procurements subject to the Regulations shall comply with the appropriate Regulations.

.12.3 All Pre Qualification processes shall comply with the principles referred to in .1.3. above and any requirements as to Pre Qualification must be formulated so as to avoid breaching those principles.

.12.4 All time limits for Pre Qualification processes shall be such as are reasonable having regard to the subject matter of the contract, the value of the contract and the Treaty Principles.

**.13 THE INVITATION TO TENDER**

.13.1 These requirements apply to all invitations to Tender irrespective of value.

.13.2 The invitation to tender must include details of the CJC's requirements for the particular contract including:

- (a) a specification of the Services, Goods or Works being procured and instructions on whether any variants are permissible;
- (b) the procurement timetable including the tender return date and time, which shall allow a reasonable period for the applicants to prepare their tenders;
- (c) the CJC's terms and conditions of contract;
- (d) the evaluation criteria including attached weightings;
- (e) the Form of Tender
- (f) pricing mechanism and instructions for completion;
- (g) whether the CJC is of the view that TUPE will apply;
- (h) form and content of method statements to be provided;
- (i) rules for submitting of tenders;
- (j) tender reference
- (k) any further information which will inform or assist Tenderers in preparing tenders.

.13.3 Every Tenderer submitting a tender will be required to sign a declaration to the effect that:

- (a) they have not and will not inform any other person of the amount of their tender;
- (b) they have not fixed the amount of any tender in accordance with a price fixing arrangement;
- (c) they accept that the CJC is entitled to cancel the contract and to recover from them the amount of any loss resulting from such cancellation if it is discovered that there has been any corrupt or fraudulent act or omission by them which in any way induced the CJC to enter into the contract;
- (d) acknowledging that the CJC is not bound to accept the lowest or any tender submitted, that the tender exercise may be aborted at any stage during the tender process and that they tender at their own cost and expense.

.13.4 All time limits for Tendering Processes shall be such as are reasonable having regard to the subject matter of the contract, the value of the contract and the Treaty Principles.



**.14. TENDERING PROCEDURE (OPEN PROCEDURE)**

- .14.1 In the case of procurements not governed by the Regulations the CJC will publish a notice on the CJC's Sell2Wales website and, where appropriate having regard to the requirements of these Rules, at least one of the following – the local press, and any appropriate national press and/or trade journals in order to target the appropriate market for the particular contract. The extent and nature of the publication shall be proportional to the value and subject matter of the Procurement and regard shall be had to the Treaty Principles.
- .14.2 The advertisement shall contain details of the proposed contract and specify a time limit within which interested parties may express an interest in tendering for the contract. After the expiry of the deadline date for expressions of interest, the CJC shall send any party expressing an interest an ITT. The ITT shall specify the return date for tenders.
- .14.3 All Tenderers expressing an interest are invited to tender. In the case of procurements with an estimated value above £50,000 where fewer than three Tenderers have expressed an interest the Authorised Officer must, in consultation with the Procurement Manager, determine whether there is sufficient interest to demonstrate genuine competition before deciding to continue the Procurement.

**.15 TENDERING PROCEDURE (RESTRICTED PROCEDURE)**

- .15.1 In the case of Procurements not governed by the Regulations, the CJC publishes a notice in accordance with Rule .14.1 above except that the notice shall state that a Restricted Procedure is being used.
- .15.2 Only those Tenderers selected by the CJC are invited to tender. Tenderers shall be only selected on the basis of the published Pre-Qualification criteria comply with Rule .12.
- .15.3 At least 3 Tenderers must be selected to tender. In the case of procurements with an estimated value above £50,000 where fewer than three Tenderers have expressed an interest or are competent to be invited to tender, the Authorised Officer must, in consultation with the Procurement Manager, determine whether there is sufficient interest to demonstrate genuine competition before deciding to continue the Procurement.

**.16 TENDERING PROCEDURE (NEGOTIATED PROCEDURE)**

- .16.1 In the case of Procurements not governed by the Regulations the CJC publishes a notice in accordance with .14.1 above except that the notice shall state that a Negotiated Procedure is being used.
- .16.2 Only those Tenderers selected by the CJC are invited to negotiate. Tenderers shall only be selected on the basis of the published Pre-Qualification criteria complying with paragraph .12 of these Rules.
- .16.3 At least 3 tenderers must be invited to tender. In the case of procurements with an estimated value above £50,000 where fewer than three tenderers have expressed an interest or are competent to be invited

to tender, the Authorised Officer must, in consultation with the Procurement Manager, determine whether there is sufficient interest to demonstrate genuine competition before deciding to continue the Procurement.

- .16.4 In the case of procurements with an estimated value above £50,000 at least two officers, at least one of whom shall be a Head of Service or Senior Manager shall be present at all times during the negotiations.
- .16.5 The CJC shall keep proper records of all negotiations and these shall be signed as such by all participants.
- .16.6 At all times during the negotiations, the CJC shall apply the Treaty Principles.
- .16.7 The Negotiated Procedure shall only be used in the following circumstances:
  - (a) in the event that the procedure leading to the award of a contract by the CJC using the Open Procedure, the Restricted Procedure or the Competitive Dialogue Procedure was discontinued because of irregular tenders; or unacceptable tenders but only if the original terms of the proposed contract offered in the discontinued procedure have not been substantially altered in the negotiated procedure;
  - (b) exceptionally, and in consultation with the Procurement Manager when the nature of the work or works to be carried out, the goods to be purchased or hired or the services to be provided under the contract or the risks attaching to them are such as not to permit prior overall pricing;
  - (c) in the case of a services contract, when the nature of the services to be provided, in particular in the case of financial services and intellectual services, such as services involving the design of work or works, is such that specifications cannot be established with sufficient precision to permit the award of the contract using the Open Procedure or the Restricted Procedure; or
  - (d) in the case of a works, when the work or works are to be carried out under the contract solely for the purpose of research, testing or development but not with the aim of ensuring profitability or to recover research and development costs.
- .16.8 In the case of Procurements not governed by the Regulations the CJC may negotiate a contract directly with a single contractor only in the following circumstances and, excepting the urgency provisions in (c) below, in the case of procurements with an estimated value above £50,000 the procedure may only be applied after prior written consultation with the Procurement Manager.
  - (a) in the absence of tenders, suitable tenders or applications in response to an invitation to tender by the CJC using the Open or the Restricted Procedure but only if the original terms of the proposed contract offered in the discontinued procedure have not been substantially altered in the Negotiated Procedure;

- (b) when, for technical or artistic reasons, or for reasons connected with the protection of exclusive rights, the contract may be awarded only to a particular Contractor;
- (c) when (but only if it is strictly necessary) for reasons of extreme urgency brought about by events unforeseeable by, and not attributable to, the CJC and there is insufficient time to invite tenders (in such event the Procurement Manager shall be advised of the use of the procedure as soon as reasonably practicable in all procurements with an estimated value above £50,000.00);
- (d) in the case of a supply contract:
  - (i) when the goods to be purchased or hired under the contract are to be manufactured solely for the purpose of research, experiment, study or development but not when the goods are to be purchased or hired with the aim of ensuring profitability or to recover research and development costs;
  - (ii) when the goods to be purchased or hired under the contract are required by the CJC as a partial replacement for, or in addition to, existing goods or an installation and when to obtain the goods from a supplier other than the supplier which supplied the existing goods or the installation would oblige the CJC to acquire goods having different technical characteristics which would result in:
    - incompatibility between the existing goods or the installation and the goods to be purchased or hired under the contract; or
    - disproportionate technical difficulties in the operation and maintenance of the existing goods or the installation;
- (e) for the purchase or hire of goods quoted and purchased on a commodity market;
- (f) to take advantage of particularly advantageous terms for the purchase of goods in a closing down sale brought about because a supplier is subject to insolvency.
- (g) in the case of a services contract, when the rules of a design contest require the contract to be awarded to the successful contestant or to one of the successful contestants, provided that all successful contestants are invited to negotiate the contract.

## **.17 EXTENSIONS TO CONTRACTS**

.17.1 In the case of Procurements not governed by the Regulations the CJC may use the Negotiated Procedure in .16.8 above to negotiate a Contract extension directly with a single contractor only in the following circumstances and subject to the following conditions:

### Condition 1

Where the value of the initial contract or the aggregated estimated value of the contract and any extension will be above £50,000.00 the decision must be taken in consultation with the CJC's Procurement Manger.

### Condition 2

Where the value of the initial contract or the aggregated estimated value of the contract and any extensions will be above £100,000, the decision must be taken in consultation with the Head of Finance and Monitoring Officer.

(i) in the case of a works contract or a services contract -

when the CJC wants a Contractor which has entered into a works contract or a services contract with the CJC to carry out additional work or works or provide additional services which were not included in the project initially considered or in the original works contract or services contract but which through unforeseen circumstances have becomes necessary, and such work, works or services:

- cannot for technical or economic reasons be carried out or provided separately from those under the original contract without major inconvenience to the Council; or
- can be carried out or provided separately from those under the original contract but are strictly necessary to the later stages of the performance of that contract; and

provided that the aggregate value of the consideration to be given under contracts for the additional work, works or services shall not exceed 50 per cent of the value of the consideration payable under the original contract.

(ii) when the CJC wants a Contractor which has entered into a works contract or a services contract with the CJC to carry out new work or works or provide new services which are a repetition of the work or works carried out or the services provided under the original contract and which are in accordance with the project for the purpose of which the first contract was entered into on condition that:

- the published notice relating to the original contract stated that a works contract or a services contract for the new work, works or services which would be a repetition of the work or works carried out or the services provided under the original contract may be awarded using the negotiated procedure in accordance with Rule .16.8
- in determining the estimated value of the original contract for the purposes of paragraph .6, the CJC took into account the value of the consideration which is expected to be payable for the new work, works or services; and

- the procedure for the award of the new contract is commenced within 3 years of the original contract being entered into.

## **.18 TENDERING PROCEDURE (COMPETITIVE DIALOGUE)**

- .18.1 In particular complex contracts where the CJC is not able to either:
- (i) define the technical means of satisfying its needs or objectives, or
  - (ii) specify either the legal or financial make-up of a project or both and consider that neither the open restricted or negotiated procedure will allow the award of the contract, the competitive dialogue procedure may be used.
- .18.2 The CJC publishes a notice. Only those tenderers selected by the CJC are invited to be part of the competitive dialogue process. Tenders are selected on the basis of the criteria set out in the Contract Notice. The notice shall state that the competitive dialogue procedure is being used.
- .18.3 A minimum of three tenderers should be invited to take part in the competitive dialogue process following publication of the Notice. Where fewer than three tenderers have expressed an interest or are competent to be invited to tender the Authorised Officer must, in consultation with the Procurement Manager, determine whether there is sufficient interest to demonstrate genuine competition before deciding to continue the procurement.
- .18.4 At least two officers, at least one of whom shall be a Head of Service or Senior Manager shall be present at all times during the competitive dialogue process.
- .18.5 The CJC shall keep proper records of all discussions and these shall be signed as such by all participants.
- .18.6 At all times during the competitive dialogue process, the CJC shall consider and implement the principles of fairness, confidentiality, non-discrimination, equal treatment and transparency.
- .18.7 The competitive process of dialogue procedure will not be used for contract with an estimated value of below the Regulations thresholds.

## **.19 RECEIPT, CUSTODY AND OPENING OF TENDERS**

- .19.1 Invitations to tender must clearly set out the latest tender return date and time.
- .19.2 All tenders must be returned using the official envelope or official returns labels and the exterior of the envelope may not be marked in any way which identifies the tenderer.
- .19.3 Tenders with an estimated value below £50,000 (if received by post in the official envelope or using the official tender return label) will be returned to the Head of Service. Tenders will be opened in the presence of two employees designated by the Head of Service of the relevant service area

as the case may be. Both employees must be independent to the letting of the Contract. When opened, all tenders will be recorded in a tender register and the tenders and register will be initialled and dated by designated officers present at the time. A copy of such record shall be sent to the Procurement Manager.

.19.4 Tenders with an estimated value above £50,000 must be addressed to the Monitoring Officer by post enclosed in the official envelope or using the official tender return label provided by the Council. The Monitoring Officer will be responsible for the receipt, custody and opening of such tenders. Tenders for the same procurement will be opened consecutively at the same session in the presence of two employees designated for the purpose. One employee will be nominated by the Monitoring Officer and the other employee will be nominated by the relevant Head of Service. Both employees must be independent to the letting of the Contract. When opened, all tenders will be recorded in a tender register and the tenders and register will be initialled and dated by designated employees present at the time. The opened tenders will then be sent to the evaluation officer.

.19.5 Tenders received after the date and time for receipt of tenders will not be accepted.

## **.20 ELECTRONIC TENDERING**

.20.1 With the agreement of the Procurement Manager, the tender process including invitation and receipt of tenders may be conducted electronically using the Council's eProcurement tools and the provisions of Rules .14 to .19 may be modified to facilitate this, provided that the electronic system used is approved by the Senior Manager Revenues and Risk.

.20.2 When requesting multiple quotations or tenders the use of personal or generic email addresses should be avoided to ensure that bids are received in accordance with opening procedures and that receipt of bids are correctly recorded.

## **.21 TENDER EVALUATION**

.21.1 Tenders shall be evaluated in accordance with the evaluation criteria and weightings set out in the invitation to tender. All contracts, except contracts where lowest price was predetermined to be the appropriate criteria, shall be awarded on the basis of the offer which represents best value for money to the CJC (most economically advantageous tender) having regard to the evaluation criteria and weightings set. The evaluation criteria and weightings must be predetermined and listed in the invitation to tender documentation. In addition, the criteria and weightings shall be strictly observed (and remain unchanged) at all times throughout the contract award procedure. Guidance and assistance on relevant evaluation criteria can be obtained from Corporate Procurement Unit and Legal Unit.

.21.2 If, after the tenders have been opened and examined, an error in computation of the tender is detected, the Tenderer will be given details of the error and the opportunity to confirm the tender submission as corrected or withdraw their tender.

- .21.3 At all times during any such clarification process the CJC shall consider and comply with the principles of non-discrimination, equal treatment, transparency, mutual recognition and proportionality, principles which apply to all the CJC's Procurements.

**.22 EVALUATION TEAM**

For each Contract with an estimated value above £50,000 the Authorised Officer shall form an evaluation team ('Evaluation Team') with responsibility for evaluating tenders. Written records of the evaluation must be kept.

**.23 RISK**

- .23.1 For Procurements with an estimated above £50,000 the Authorised Officers shall carry out a risk assessment at the outset and thereafter maintain and update the same throughout the Procurement Process. The decision maker must be informed of any risks identified.

- .23.2 For Procurements with an estimated value of £50,000 or above, the Evaluation Team shall consider whether a performance bond and/or a parent company guarantee (if applicable) will be required from the preferred Supplier and where such a requirement arises ensure that it is included as a requirement of the procurement process.

- .23.3 For all Procurements the Authorised Officer shall consider the appropriate type (employee liability, public liability, professional indemnity, etc.) and level of insurance required for each contract and ensure that it is included as a requirement of the procurement process.

**.24 APPROVED LIST**

- .24.1 Approved Lists can only be used where recurrent contracts of a similar type are likely but where such contracts need to be priced individually and cannot easily be aggregated and priced in a single tendering exercise. Approved Lists cannot be used for contracts where the estimated value is above £50,000

- .24.2 No supplier may be entered on an Approved List until there has been an adequate investigation, having regard to Rule .12 into both their financial and their technical ability to perform the contract, unless such matters will be investigated each time bids are invited from that list.

- .24.3 Approved Lists must be drawn up after an advertisement inviting applications for inclusion on the list. The advertisement must be placed to secure the widest publicity among relevant suppliers. Persons may be entered on a list between the initial advertisement and re-advertisement provided the requirements of Rule .24.2 are complied with.

- .24.4 Approved lists of suppliers to Services shall be maintained in an open, fair and transparent manner and must be made available to the public on the CJC's website. Any request by an economic operator to be included on

the list can be accommodated provided that they meet the requirements of Rule .24.2

.24.5 The list must be reviewed at least annually and re-advertised at least every three years. On re advertisement, a copy of the advertisement must be sent to each person on the list, inviting them to reapply. Review means:

- (i) the reassessment of the financial and technical ability and performance of those persons on the list, unless such matters will be investigated each time bids are invited from that list
- (ii) the deletion, with notice, of those persons no longer qualified, with a written record kept justifying the deletion.

## **.25 AWARDING CONTRACTS**

.25.1 A Contract may only be awarded by an Authorised Officer. The Authorised Officer must ensure, prior to seeking such a decision that sufficient funds are in place to meet all contract payments and if any funding is being obtained from third parties that any conditions attaching to such funding have been complied with.

.25.2 Where the Contract to be awarded has an estimated value of £250,000 or above the relevant Cabinet Member must within 5 working days of the date of award of the contract be advised in writing of the award of the contract such notification to specify the subject matter, parties and value of the contract.

.25.3 The CJC shall only award a Contract where it represents best value for money. A Contract shall only be awarded using the pre-determined tender evaluation criteria and weightings. Where a tender is to be evaluated on price only, the Contract must, subject to Rule .25.4 below, be awarded to the Tenderer submitting the lowest price.

.25.4 If, in the opinion of the Authorised Officer, a Tender is considered to be abnormally low the Tender may be disregarded but only if:

- (a) the Authorised Officer has requested in writing an explanation of the Tender or of those Parts which it considers contribute to the offer being abnormally low;
- (b) taken account of the evidence provided in response to a request in writing; and
- (c) subsequently verified the Tender.

.25.5 Save for exceptional circumstances, no Contractor should be asked to provide any Services, supply any Goods or carry out any Works (including preliminary Works) until the Contract is concluded or the Services, Goods or Works concerned are covered by a letter of intent. Any decision to the contrary must be made by the Head of Service for the service area concerned and such decision shall contain a full risk assessment as to the possible implications to the CJC of the Contractor being allowed to start before the contract terms and conditions have been finalised or a letter of intent issued.



- .25.6 Letters of intent shall only be used in exceptional circumstances, as follows:
- (a) Where a Supplier is required to provide services, supplies or works prior to formal written acceptance by the Council; or
  - (b) Where the CJC's form of tender does not include a statement that until such time as a formal contract is executed, the CJC's written acceptance of a tender shall bind the parties into a contractual relationship.

**.26 NOTIFICATION OF RESULTS AND DE-BRIEFING ALCATEL STANDSTILL PERIOD**

.26.1 Once the contract award decision has been made, then save for the successful Tenderer, all those expressing an interest and tendering will receive a standard regret letter containing details of:

- (i) The award criteria and weightings
- (ii) The score that the Tenderer obtained against those award criteria and weightings (where relevant)
- (iii) The overall score the winning Tenderer obtained; and
- (iv) The name of the winning Tenderer.

.26.2 If any additional information is to be disclosed to Tenderers, this must be agreed in advance with the Procurement Manager, taking into account the requirements of any legislation relating to the disclosure of information.

.26.3 The list of points where de-briefing may be appropriate includes:

- (i) selection: where the candidate is not selected (short listed) to take part in the tender process;
- (ii) award: where the Tenderer was not awarded the Contract after evaluation of proposals/tender. Such de-briefing should never be conducted before the contract award decision is made and all unsuccessful Tenderers have been formally notified of the same. It should be made clear that the de-briefing process cannot be used to change the choice of a Contractor or to re-open the selection process.
- (iii) if any potential supplier is asked to withdraw or withdraws during the Procurement. De-briefing will only be conducted at the request of the Contractor.

.26.4 If the award of a Contract is subject to the Regulations there must be a standstill period of a minimum of 10 calendar days between communicating the award decision to all Tenderers and conclusion of the Contract.

**.27 COMPLETION OF CONTRACTS**

.27.1 With the exception of any Contract formed using a purchase order output on a CJC electronic purchasing system any Contract with an estimated value above £50,000 must be:

- (i) in writing;
- (ii) made under the CJC's seal.

.27.2 Contracts of £50,000 and under in value must be made using:

- (i) a purchase order generated by CJC electronic purchasing system, or
- (ii) be an official order form produced by the Council, or
- (iii) a written Contract.

## **.28 CONTRACT MANAGEMENT**

.28.1 Once the Contract has been awarded the Authorised Officer must identify and nominate an individual who will manage the day to day aspects of the Contract for its term and if requisite to plan what will happen once the Contract comes to an end (plan for any new procurement exercise required).

.28.2 The day to day management of the Contract shall include monitoring in respect of:

- (i) performance
- (ii) compliance with specification and contract terms
- (iii) cost
- (iv) any value for money/best value requirements
- (v) user satisfaction, and
- (vi) risk management.

.28.3 Where the total value of the Contract exceeds £250,000 the Authorised Officer must make a written report to the Head of Service evaluating the extent to which the Contract is meeting the objectives set. This should be done normally when the Contract is completed but for term contracts such report should be prepared annually.

## **.29 SOCIAL SERVICE CONTRACTS AND THE LIGHT TOUCH CONTRACT**

.29.1

There is a specific regulatory framework for procuring social service contracts and these are addressed for both contracts that fall under these Rules and the Regulations. Such contracts are in many ways different from contracts for construction work, office supplies and IT equipment. The procurement of these types of contracts fall under the Light Touch Contract arrangements (Section 74 to 77 of the Regulations). The full list of services to which the light-touch regime applies is set out in Schedule 3 of the Public Contracts Regulations 2015 (Annex A). The value thresholds where the Regulations apply are stated in section .9.3 of these Rules.

.29.2

In the case of procurements where the Regulations apply, the main mandatory requirements are:

- a) Tender Advertising: The publication of a contract notice or prior information notice, except where the grounds for using the negotiated procedure without a call for competition could have been used, for example where there is only one provider capable of supplying the services required.
- b) The publication of a contract award notice following each individual procurement, or if preferred, group such notices on a quarterly basis.
- c) Compliance with Treaty principles of transparency and equal treatment.
- d) Conduct the procurement in conformity with the information provided in the contract notice or prior information notice regarding: any conditions for participation; time limits for contacting or responding to the Council; and the award procedure to be applied.
- e) Time limits imposed by the CJC on suppliers, such as for responding to adverts and tenders, must be reasonable and proportionate. There are no stipulated minimum time periods in the light touch regime rules, so the CJC should use its discretion and judgement on a case by case basis.

.29.3

In the case of procurements where these Rules apply, being that the procurement falls below the light touch regime threshold, the main mandatory requirements are:

- a) Below threshold procurement procedures should replicate other sections of these Rules to ensure value for money, the required level of quality and performance.
- b) Where there are no existing approved arrangements, the following number of quotations should be sought and evidenced:
  - i) Up to £5,000 requires only one quotation
  - ii) Between £5,000 and £50,000 requires three quotations
  - iii) An openly publicised and available procurement process should be conducted whilst seeking to invite at least three written tenders
- c) The flexibility of the light touch regime are utilized whilst also undertaking a procurement activity which is conducted with openness, probity and accountability.

.29.4

Further considerations to social service contracts and the Light Touch Contract arrangements.

- .29.4.1 Reserved Contracts - Regulation 77 provides for procurements for certain service contracts to be “reserved” to organisations that meet certain criteria. These contracts may run for a maximum period of 3 years. In essence, this means it is possible to run a competition in compliance with the new light-touch contracts regime of UK procurement rules where participation is limited to qualifying organisations such as mutual and social enterprises.
- .29.4.2 The same arrangement for awarding reserved contracts will apply for services below the threshold covered by the light touch regime.
- .29.4.3 Standstill Period - We will send a standstill notice and observe the standstill period for light touch procurements that fall under the Regulations as per the ‘Guidance on the Standstill Period’ issued by The Crown Commercial Service.
- .29.4.4 Contracts below the light touch regime threshold do not need observe a standstill period. However, the award of contracts should be undertaken in accordance with section .25 and the relevant sections of .26 of these Rules.

### **.30 WAIVERS OF CONTRACT PROCEDURE RULES**

- .30.1 A waiver may be agreed by the relevant Cabinet Member if he or she is satisfied after considering a written report by the appropriate officer, that the waiver is justified because:
  - (i) the nature of the market for the works to be carried out or the goods or services to be provided has been investigated and is demonstrated to be such that a departure from the requirements of Contract Standing Orders is justifiable, or
  - (ii) the circumstances of the proposed contract are covered by legislative exemptions; or
  - (iii) it is in the CJC's overall interests; or
  - (iv) there are other circumstances which are genuinely exceptional.
- .30.2 A record of the decision approving a waiver and the reason for it must be kept and an entry made in the appropriate register.
- .30.3 There is no power to provide a waiver in respect of the requirements of the Regulations.

## REPORT TO THE NORTH WALES CORPORATE JOINT COMMITTEE

**26/05/2023**

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**Title:** 2022/23 Out-turn Report and Annual Return

**Authors:** Dewi A Morgan, CJC Head of Finance (Statutory Finance Officer)  
Sian Pugh, CJC Assistant Head of Finance

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### **1. PURPOSE OF THE REPORT**

1.1 The purpose of this report is to provide the Corporate Joint Committee (CJC) with the final out-turn position for 2022/23 and to obtain approval of the Official Annual Return for 2022/23.

### **2. DECISIONS SOUGHT**

2.1 To note and accept the Corporate Joint Committee's actual expenditure and income for 2022/23 as submitted in Appendix 1.

2.2 To obtain the Corporate Joint Committee's approval for the underspend in 2022/23 to be transferred to an earmarked reserve to fund future one-off costs.

2.3 To approve the Corporate Joint Committee's Annual Return for 2022/23 (subject to External Audit), in line with the statutory deadline of 31 May 2023. It has been duly completed and certified by Cyngor Gwynedd's Head of Finance, as the Statutory Finance Officer for the Corporate Joint Committee (Appendix 2).

### **3. REASONS FOR THE DECISION**

3.1 To inform the Corporate Joint Committee of its financial position for 2022/23, and to comply with the statutory requirements regarding completing the Annual Return.

#### **4. BACKGROUND**

- 4.1 The accounts and return will be subject to audit, by Audit Wales, who have been appointed by the Auditor General for Wales. Should any amendment be necessary then a revised version will be presented to the Corporate Joint Committee in due course.
- 4.2 After audit and following any required amendments, the Auditor General's representative will certify the return.

#### **5. EXPENDITURE AND INCOME 2022/23**

- 5.1 Appendix 1 provides a detailed breakdown of the expenditure and income per heading against its annual budget for 2022/23, and these correspond to the figures in the Annual Return shown in Appendix 2.
- 5.2 There was a forecasted underspend of £59,777 in the September review and the Corporate Joint Committee approved for the underspend to be transferred to an earmarked reserve to fund future one-off costs.
- 5.3 The final net out-turn position for 2022/23, shows a further underspend of £178,321, to give a final underspend of £238,098 for 2022/23, and approval is sought to transferred this to the earmarked reserve. The Corporate Joint Committee in its meeting on 13 January 2023 has already approved for £80,000 of this reserve to be used as part of the 2023/24 budget.

##### Employees

- 5.4 The final underspend on this heading is £106,926. The expenditure on the CJC sub-heading includes the secondment costs for the Ambition North Wales' Chief Executive for two days a week, together with the support of the Executive Assistant for one day a week. The employment costs on the Transport heading includes the secondment of the Transport Lead from Ambition North Wales.

#### Travelling

- 5.5 The travelling and subsistence budget has not been used in 2022/23 which leaves an underspend of £4,000 for the year.

#### Supplies and services

- 5.6 The final underspend on this heading is £105,507 with expenditure on only three of the headings which includes Audit Wales fees, external consultants who were used to set up the financial ledger and insurance costs.

#### Support Services

- 5.7 The final underspend on this heading is £21,665. The Finance Services Support costs shows an overspend of £4,262 and this is due to the CJC Project Lead Officer's support lasting longer than originally anticipated. There is an overspend of £3,808 on the Legal costs as an external legal advisor was commissioned to do part of the work. There is an underspend on the Corporate Support heading due to the reduced number of formal meetings than anticipated originally, and no expenditure on the Information Technology heading as officers haven't been appointed.

#### Value Added Tax (VAT)

- 5.8 Since 9 February 2023, the Corporate Joint Committee has a "Section 33" status, which means that they can now reclaim VAT on their financial transactions. Originally, it was envisaged that the CJC would not be able to recover VAT which related to the period prior to 9 February 2023, but since they did not receive or pay any invoices prior to this date, it will be possible to recover the VAT on all expenditure included in the 2022/23 accounts.

### **6. PARTNER CONTRIBUTIONS**

- 6.1 The partners' contributions via a levy remained at the budget level for 2022/23.

**7. LEGAL IMPLICATIONS**

- 7.1 As defined in the Accounts and Audit (Wales) Regulations 2014 (as amended), the Corporate Joint Committee, due to its turnover not exceeding £2.5m in 2022/23 is required to prepare an annual return, and this must be prepared in accordance with proper practices as stipulated by legislation.

**8. Appendices**

Appendix 1 - North Wales Corporate Joint Committee's 2022/23 Revenue Out-turn position.

Appendix 2 - Annual Return for the year ended 31 March 2023.

**STATUTORY OFFICERS' RESPONSE:**

**i. Monitoring Officer:**

No observations to add in relation to propriety.

**ii. Statutory Finance Officer:**

Author of this report.



North Wales Corporate Joint Committee's 2022/23 Revenue Out-turn position

Appendix 1

	Strategic Planning	Transport	Corporate Joint Committee (CJC)	Total Budget	Strategic Planning	Transport	Corporate Joint Committee (CJC)	Total Expenditure	Overspend / (Underspend)
Expenditure	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
<b>Employees</b>									
Employee expenditure (Pay, N.I. & Superannuation)	64,260	99,330	0	163,590	0	28,926	32,738	61,664	(101,926)
Lay members allowance	0	0	5,000	5,000	0	0	0	0	(5,000)
<b>Employees Total</b>	<b>64,260</b>	<b>99,330</b>	<b>5,000</b>	<b>168,590</b>	<b>0</b>	<b>28,926</b>	<b>32,738</b>	<b>61,664</b>	<b>(106,926)</b>
<b>Travelling</b>									
Travel and subsistence	2,000	2,000	0	4,000	0	0	0	0	(4,000)
<b>Travelling Total</b>	<b>2,000</b>	<b>2,000</b>	<b>0</b>	<b>4,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(4,000)</b>
<b>Supplies and services</b>									
Tools and equipment	4,500	3,000	0	7,500	0	0	0	0	(7,500)
Miscellaneous supplies	1,000	1,000	0	2,000	0	0	0	0	(2,000)
Engagement and meetings	720	720	3,560	5,000	0	0	0	0	(5,000)
Audit Wales' fees	0	0	20,000	20,000	0	0	4,000	4,000	(16,000)
External consultants	0	55,000	12,900	67,900	0	0	5,093	5,093	(62,807)
Insurance	7,500	7,500	0	15,000	0	0	2,800	2,800	(12,200)
<b>Supplies and services Total</b>	<b>13,720</b>	<b>67,220</b>	<b>36,460</b>	<b>117,400</b>	<b>0</b>	<b>0</b>	<b>11,893</b>	<b>11,893</b>	<b>(105,507)</b>
<b>Support Services</b>									
Finance Services Support	0	0	25,100	25,100	0	0	29,362	29,362	4,262
Legal (includes Monitoring Officer)	0	0	10,140	10,140	0	0	13,948	13,948	3,808
Corporate Support	5,830	5,320	19,360	30,510	0	0	7,295	7,295	(23,215)
Information Technology	2,140	1,430	2,950	6,520	0	0	0	0	(6,520)
<b>Support Services Total</b>	<b>7,970</b>	<b>6,750</b>	<b>57,550</b>	<b>72,270</b>	<b>0</b>	<b>0</b>	<b>50,605</b>	<b>50,605</b>	<b>(21,665)</b>
<b>Total Expenditure</b>	<b>87,950</b>	<b>175,300</b>	<b>99,010</b>	<b>362,260</b>	<b>0</b>	<b>28,926</b>	<b>95,236</b>	<b>124,162</b>	<b>(238,098)</b>
Transfer to / (from) earmarked reserve					87,950	146,374	3,774	238,098	238,098
<b>Total after transfer to earmarked reserve</b>					<b>87,950</b>	<b>175,300</b>	<b>99,010</b>	<b>362,260</b>	<b>0</b>

	Strategic Planning (£)	Other functions (£)	Total Levy (£)	Strategic Planning (£)	Other functions (£)	Total Levy (£)	Variance
<b>Income</b>							
<b>Partners Contributions through a levy</b>							
Conwy County Borough Council	(14,270)	(46,220)	(60,490)	(14,270)	(46,220)	(60,490)	0
Denbighshire County Council	(12,030)	(37,530)	(49,560)	(12,030)	(37,530)	(49,560)	0
Flintshire County Council	(19,700)	(61,450)	(81,150)	(19,700)	(61,450)	(81,150)	0
Gwynedd Council	(13,090)	(48,910)	(62,000)	(13,090)	(48,910)	(62,000)	0
Isle of Anglesey County Council	(8,750)	(27,290)	(36,040)	(8,750)	(27,290)	(36,040)	0
Wrexham County Borough Council	(16,970)	(52,910)	(69,880)	(16,970)	(52,910)	(69,880)	0
Snowdonia National Park Authority	(3,140)		(3,140)	(3,140)		(3,140)	0
<b>Total Income</b>	<b>(87,950)</b>	<b>(274,310)</b>	<b>(362,260)</b>	<b>(87,950)</b>	<b>(274,310)</b>	<b>(362,260)</b>	<b>0</b>

<b>Relevant population</b>	<b>2022 population estimates</b>	
<i>Conwy County Borough Council</i>	113,951	118,319
<i>Denbighshire County Council</i>	96,021	96,021
<i>Flintshire County Council</i>	157,264	157,264
<i>Gwynedd Council</i>	104,503	125,220
<i>Isle of Anglesey County Council</i>	69,864	69,864
<i>Wrexham County Borough Council</i>	135,466	135,466
<i>Snowdonia National Park Authority</i>	25,085	
<b>Total population</b>	<b>702,154</b>	<b>702,154</b>

# Minor Joint Committees in Wales

## Annual Return for the Year Ended 31 March 2023

### Accounting statements 2022-23 for:

Name of body: North Wales Corporate Joint Committee

	Year ending		Notes and guidance for compilers
	31 March 2022 (£)	31 March 2023 (£)	Please round all figures to nearest £. Do not leave any boxes blank and report £0 or nil balances. All figures must agree to the underlying financial records for the relevant year.
<b>Statement of income and expenditure/receipts and payments</b>			
1. Balances brought forward	0	0	Total balances and reserves at the beginning of the year as recorded in the financial records. Must agree to line 7 of the previous year.
2. (+) Income from local taxation/levy	0	362,260	Total amount of income received/receivable in the year from local taxation (precept) or levy/contribution from principal bodies.
3. (+) Total other receipts	0	0	Total income or receipts recorded in the cashbook minus amounts included in line 2. Includes support, discretionary and revenue grants.
4. (-) Staff costs	0	-61,664	Total expenditure or payments made to and on behalf of all employees. Include salaries and wages, PAYE and NI (employees and employers), pension contributions and related expenses eg termination costs.
5. (-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on external borrowing (if any).
6. (-) Total other payments	0	-62,498	Total expenditure or payments as recorded in the cashbook minus staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	0	238,098	Total balances and reserves at the end of the year. Must equal $(1+2+3) - (4+5+6)$ .
<b>Statement of balances</b>			
8. (+) Debtors	0	230,380	<b>Income and expenditure accounts only:</b> Enter the value of debts owed to the body.
9. (+) Total cash and investments	0	131,880	<b>All accounts:</b> The sum of all current and deposit bank accounts, cash holdings and investments held at 31 March. This must agree with the reconciled cashbook balance as per the bank reconciliation.
10. (-) Creditors	0	-124,162	<b>Income and expenditure accounts only:</b> Enter the value of monies owed by the body (except borrowing) at the year-end.
11. (=) Balances carried forward	0	238,098	<b>Total balances should equal line 7 above:</b> Enter the total of $(8+9-10)$ .
12. Total fixed assets and long-term assets	0	0	The asset and investment register value of all fixed assets and any other long-term assets held as at 31 March.
13. Total borrowing	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

## Annual Governance Statement

We acknowledge as the members of the Committee, our responsibility for ensuring that there is a sound system of internal control, including the preparation of the accounting statements. We confirm, to the best of our knowledge and belief, with respect to the accounting statements for the year ended 31 March 2023, that:

	Agreed?		'YES' means that the Council/Board/Committee:	PG Ref
	Yes	No*		
<p>1. We have put in place arrangements for:</p> <ul style="list-style-type: none"> <li>• effective financial management during the year; and</li> <li>• the preparation and approval of the accounting statements.</li> </ul>	<input checked="" type="radio"/>	<input type="radio"/>	Properly sets its budget and manages its money and prepares and approves its accounting statements as prescribed by law.	6, 12
<p>2. We have maintained an adequate system of internal control, including measures designed to prevent and detect fraud and corruption, and reviewed its effectiveness.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.	6, 7
<p>3. We have taken all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and codes of practice that could have a significant financial effect on the ability of the Committee to conduct its business or on its finances.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Has only done things that it has the legal power to do and has conformed to codes of practice and standards in the way it has done so.	6
<p>4. We have provided proper opportunity for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit (Wales) Regulations 2014.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Has given all persons interested the opportunity to inspect the body's accounts as set out in the notice of audit.	6, 23
<p>5. We have carried out an assessment of the risks facing the Committee and taken appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Considered the financial and other risks it faces in the operation of the body and has dealt with them properly.	6, 9
<p>6. We have maintained an adequate and effective system of internal audit of the accounting records and control systems throughout the year and have received a report from the internal auditor.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether these meet the needs of the body.	6, 8
<p>7. We have considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on the Committee and, where appropriate, have included them on the accounting statements.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Disclosed everything it should have about its business during the year including events taking place after the year-end if relevant.	6
<p>8. We have taken appropriate action on all matters raised in previous reports from internal and external audit.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Considered and taken appropriate action to address issues/weaknesses brought to its attention by both the internal and external auditors.	6, 8, 23

\* Please provide explanations to the external auditor on a separate sheet for each 'no' response given; and describe what action is being taken to address the weaknesses identified.

## Additional disclosure notes\*

The following information is provided to assist the reader to understand the accounting statements and/or the Annual Governance Statement

1.


2.

3.

\* Include here any additional disclosures the Council considers necessary to aid the reader's understanding of the accounting statements and/or the annual governance statement.

## Committee approval and certification

The Committee is responsible for the preparation of the accounting statements and the annual governance statement in accordance with the requirements of the Public Audit (Wales) Act 2004 (the Act) and the Accounts and Audit (Wales) Regulations 2014.

<p><b>Certification by the RFO</b></p> <p>I certify that the accounting statements contained in this Annual Return present fairly the financial position of the Committee, and its income and expenditure, or properly present receipts and payments, as the case may be, for the year ended 31 March 2023.</p>	<p><b>Approval by the Council/Board/Committee</b></p> <p>I confirm that these accounting statements and Annual Governance Statement were approved by the Committee under minute reference:</p>
<p><b>RFO signature:</b> </p>	<p><b>Minute ref:</b></p>
<p><b>Name:</b> Dewi Aeron Morgan</p>	<p><b>Chair of meeting signature:</b></p>
<p><b>Date:</b> 18/05/2023</p>	<p><b>Name:</b></p> <p><b>Date:</b></p>

## Annual internal audit report to:

Name of body: North Wales Corporate Joint Committee

The Committee's internal audit, acting independently and on the basis of an assessment of risk, has included carrying out a selective assessment of compliance with relevant procedures and controls expected to be in operation during the financial year ending 31 March 2023.

The internal audit has been carried out in accordance with the Committee's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and the internal audit conclusions on whether, in all significant respects, the following control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of the Committee.

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
1. Appropriate books of account have been properly kept throughout the year.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Insert text
2. Financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT was appropriately accounted for.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Insert text
3. The body assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Insert text
4. The annual precept/levy/resource demand requirement resulted from an adequate budgetary process, progress against the budget was regularly monitored, and reserves were appropriate.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Insert text
5. Expected income was fully received, based on correct prices, properly recorded and promptly banked, and VAT was appropriately accounted for.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Insert text
6. Petty cash payments were properly supported by receipts, expenditure was approved and VAT appropriately accounted for.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Insert text
7. Salaries to employees and allowances to members were paid in accordance with minuted approvals, and PAYE and NI requirements were properly applied.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Insert text
8. Asset and investment registers were complete, accurate, and properly maintained.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Insert text

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
9. Periodic and year-end bank account reconciliations were properly carried out.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Insert text
10. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments/income and expenditure), agreed with the cashbook, were supported by an adequate audit trail from underlying records, and where appropriate, debtors and creditors were properly recorded.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Insert text

For any risk areas identified by the Council/Board/Committee (list any other risk areas below or on separate sheets if needed) adequate controls existed:					
	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
11. Insert risk area	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Insert text
12. Insert risk area	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Insert text
13. Insert risk area	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Insert text

\* If the response is 'no', please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

\*\* If the response is 'not covered', please state when the most recent internal audit work was done in this area and when it is next planned, or if coverage is not required, internal audit must explain why not.

My detailed findings and recommendations which I draw to the attention of the Committee are included in my detailed report to the Committee dated May 2023.

### Internal audit confirmation

I/we confirm that as the Committee's internal auditor, I/we have not been involved in a management or administrative role within the body (including preparation of the accounts) or as a member of the body during the financial years 2021-22 and 2022-23. I also confirm that there are no conflicts of interest surrounding my appointment.

<b>Name of person who carried out the internal audit:</b> Bleddyn Rhys
<b>Signature of person who carried out the internal audit:</b> <i>Bleddyn Rhys</i>
<b>Date:</b> 15/05/2023