

ROMNEY MARSHES AREA INTERNAL DRAINAGE BOARD

FINANCIAL STANDING ORDERS

GENERAL

COMMITTEE

The Board's Finance and General Purposes Committee shall:

- (i) Advise the Board on the financial aspects of all proposals;
- (ii) Control and co-ordinate accounting methods and financial business;
- (iii) Watch generally over finance and accounts;
- (iv) Carry out investigations and call for supporting relevant documents;
- (v) Submit to the Board regulations for the control and management of the Board's finances;
- (vi) Allocate expenditure between capital and revenue;
- (vii) Deal with cases of irregularity in financial transactions;
- (viii) Make recommendations to the Board on borrowing transactions;
- (ix) Manage all funds and investments;
- (x) Receive the report of the District Auditor and take any necessary action;
- (xi) Write off bad debts.

The Responsible Financial Officer shall:

- (i) Supervise (subject to the control of the finance and general purposes committee) the finance and accounts of the Board;
- (ii) Act as financial advisor to the Board and its finance and general purposes committee.

SPECIAL REPORTS

- (i) Any new scheme involving expenditure, whether it is to be met from capital, revenue, loan or accumulated monies of any kind shall be supported by a detailed report showing the cost of the scheme. If a loan is to be taken out, it should include the amount to be charged against the current rate and future rates. Where the scheme is to be carried out in stages, the report shall indicate the total cost of the full scheme.
- (ii) A member of the Board intending to move a resolution involving expenditure shall give notice in order that a concurrent report will be presented.

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CONTRACTS

1. (a) Every contract whether made by the Board or by a Committee to which the powers of making contracts shall have been delegated shall comply with these standing orders, and no exception from any of the following provisions of these standing orders shall be made otherwise than by direction of the Board or in an emergency by such Committee as aforesaid.

(b). Every exception made by a Committee to which the power of making contracts has been delegated shall be reported to the Board and the report shall specify the emergency by which the exception shall have been justified.

(c) Express note of any exception from any of the provisions of these standing orders and of the emergency if any by which the exception shall have been justified shall unless recorded in the report of a Committee which is laid before the Board be made in the minutes of the Board.

2. Before entering into a contract for the execution of any work the Board shall obtain from the appropriate officer or other person a quotation in writing of the probable expense of executing the work in a suitable manner and of the annual expense of maintaining the same.

3. An attempt should be made to approach at least three contractors offering an invitation to tender where the value of the contract exceeds £8,000 per annum.

4. Where invitation to tender is required every notice of such invitation shall state that no tender will be received except in a plain sealed envelope which must bear the word 'TENDER' and which may be followed by the subject to which it relates, but shall not bear any names or mark indicating the sender, and such envelopes shall remain in the custody of the Clerk to the Board until the appointed time of their opening. Tenders shall be opened at one time and only in the presence of

- (i) such member or members of the Board as may have been designated for the purpose of the Board or by the Committee to which the power of making the contract to which the tenders relate has been delegated; and
- (ii) the Clerk to the Board.

5. A tender other than the lowest tender if payment is to be made by the Board or the highest tender if payment is to be received by the Board shall not be accepted until the Board shall have considered a written report from the appropriate officer or other person.

6. Every contract, which exceeds £2,500 in value or amount, shall be in writing.

7. (i) Every written contract shall specify
- (a) the work, materials, matters, or things, to be furnished, had, or done;
 - (b) the price to be paid with a statement of discounts or other deductions; and
 - (c) the time or times within which the contract is to be performed.
- (ii) Every contract which exceeds £2,500 in value or amount and is either for the execution of works or the supply of goods or materials otherwise than at one time shall provide for liquidated damages to be paid by the contractor in case the terms of the contract are not duly performed and the Board shall require and take sufficient security for the due performance of every such contract.

8. Where an appropriate British Standard issued by the British Standards Authority is current at the date of the tender every contract shall require that the goods and material used in its execution shall be in accordance with that standard.

9. There shall be inserted in every written contract a clause empowering the Board to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation, if the contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract with the Board, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the contractor), or if in relation to the Board the contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 as amended.

Approved at a meeting of the Board
held on 18th day of November 2015



D Lovejoy
Chairman

Date 18-11-15



N J Botting
Clerk to the Board

Date 18/11/2015