

- 2.5 In addition to those powers specified in the Tables and elsewhere in this Constitution, the officers specified above have delegated to them by the Council or the Executive (as the case may be) all and any of the powers of the Council and the Executive as may be necessary or desirable to enable them to effectively manage and operate their service area or unit or to carry out the roles and responsibilities required of them from time to time (not necessarily restricted to those roles and responsibilities specified above). These powers are subject to the exemptions, restrictions and limitations specified in paragraph 3 below or elsewhere in this Constitution. These powers include (but are not limited to) the powers set out in the following table which are also, subject to any exemption, restriction or limitation specified in respect of them in that table:-

Power	Exception, restriction or limitation
1. to exercise all functions that may from time to time fall within the scope of their professional and operational responsibility.	
2. to manage, within the approved cash limits, the budget allocated to the functions for which the officer has responsibility and to make virements or transfers as necessary.	<p>(a) no action may be taken which would result in growth, which cannot be contained in future years budgets or which would affect a budget which is not under the officer's direct control.</p> <p>(b) no virements or transfers may be made other than in accordance with the Scheme of Transfers and Virements agreed by Full Council.</p> <p>(c) no internal trading arrangements shall be established without the approval of the Director of Finance and Corporate Resources.</p>
3(a) to invite expressions of interest, agree shortlists, invite tenders, negotiate, award, enter into and terminate contracts, agreements, deeds or other transactions; to purchase supplies and services; to appoint external consultants; to make minor or consequential changes to any of the documents mentioned above which were previously agreed by the Executive or the Council or their committees or sub-committees.	<p><u>Provided that:</u></p> <p>(a) In the case of a contract, agreement, deed or transaction where the Council would be in receipt of works, services or supplies (other than the supply of energy through the Local Authority Energy Buying Group administered by Kent County Council ("Laser")) if the value of the contract, agreement, deed, transaction, supply, service, work or consultancy would or would be likely or is</p>

	<p>estimated at the commencement of any procurement process to exceed £500k in respect of services or supplies or £1million in respect of works, such value to be aggregated over the life of the contract (including any possible extension) then:-</p> <ul style="list-style-type: none"> (i) no expressions of interest shall be invited without the prior approval of the Executive (or in the appropriate cases the General Purposes Committee); (ii) no contract, agreement, deed or transaction shall be awarded, entered into or terminated without the prior approval of the Executive (or in appropriate cases the General Purposes Committee); and (iii) shortlists may only be drawn up and tenders may only be evaluated in accordance with the basis of the evaluation criteria approved by the Executive (or in appropriate cases the General Purposes Committee) in accordance with Standing Orders 88(b) and 89(vi). <p><u>(b) In the case of an agreement where the Council is a service provider to another organisation, the contract value or cost to the Council in providing the service is less than £150,000 per year; otherwise Executive approval must be sought in accordance with Standing Order 87(c).</u></p> <p><u>(c) In the case of a contract or agreement that does not fall within (a) or (b) above, such as a funding or settlement agreement, the total value passing from the Council to another organisation does not exceed £500,000.</u></p> <p><u>(d) The award of contract or approval of the agreement would not place the Council in breach of</u></p>
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	<p><u>European procurement legislation.</u></p> <p><u>(e) There is sufficient budgetary provision</u></p> <p><u>(f) Admission agreements in respect of the pension fund may only be agreed by the Director of Finance and Corporate Resources and in accordance with criteria adopted by the General Purposes Committee or the Pension Fund Sub-Committee.</u></p> <p><u>(g) Contracts in respect of the supply of energy through LASER may only be awarded by the Director of Finance and Corporate Resources</u></p>
<p>3(b) to extend, vary, renegotiate, novate or assign contracts, agreements, deeds or other transactions.</p>	<p>(a) provided that the extension, variation, renegotiation, novation or assignment would not be in breach of the European Procurement Legislation.</p> <p>(b) provided that the extension, variation, renegotiation, novation or assignment does not substantially alter the terms and conditions of the contract.</p> <p>(c) provided that there is sufficient existing budgetary provision.</p> <p>(d) if the extension goes beyond the period of extension provided for in the contract (if any) or is otherwise not in accordance with the extension provisions in the contract:</p> <p>(i) in the case of any contract, agreement, deed or other transaction with a life of not more than one year (including any possible extension provided for in the contract) the extension shall not exceed a period of six months; or</p> <p>(ii) in the case of any contract, agreement, deed or other transaction with a life of more</p>

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	<p>than one year (including any possible extension provided for in the contract) the extension shall not exceed a period of one year.</p> <p>(e) provided that in the case of any variation (other than an extension):</p> <p>(i) the total value of the variation is less than £500k; and</p> <p>(ii) if the total value of the variation is more than £50k it is not more than 20% of the original contract value (calculated over the life of the contract including any extensions or possible extensions and adjusted in accordance with any price review mechanism provided for in the contract).</p> <p>(f) provided that in the case of any novation or assignment that the relevant Director is satisfied that the contractor to which the contract, agreement, deed or other transaction is to be novated or assigned meets the Council's requirements for financial standing, health and safety standards and technical expertise.</p>
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