



## HULL AND EAST YORKSHIRE COMBINED AUTHORITY

11am ON 25 JULY 2025

ERGO, BRIDGEHEAD BUSINESS PARK

### AGENDA

	Item	Lead Officer
1.	<b>Apologies</b>	
2.	<b>Declarations of Interest</b>  To receive any declarations of interest in relation to the items that follow below.	
3.	<b>Minutes of the HEY Combined Authority held on 26<sup>th</sup> June 2025</b>  To approve the minutes.	
4.	<b>Announcements from the Mayor and Mayoral Update</b>	<b>Mayor</b>
5.	<b>Public Questions</b>  There will be a period of up to 30 minutes during which members of the Authority will answer questions put by members of the public on matters for which the Combined Authority has a responsibility.  Any person or organisation wishing to put a question should contact Louise Hawkins, Democratic Services Officer for guidance on the procedure.	<b>JLG</b>
6.	<b>Allocation of Portfolios</b>  To consider the report of the Monitoring Officer.	<b>JLG</b>
7.	<b>Appointment of Chairs to the Overview and Scrutiny Committee and Audit and Governance Committee</b>	<b>JLG</b>

	To receive nominations and make appointments to the Chairs of HEYCA's Overview & Scrutiny and Audit & Governance Committees for 2025/26.	
<b>8.</b>	<b>Reports from any Other Committee of the Combined Authority</b>  To receive a verbal update of the meeting of the HEYCA Employment Panel on 17 July 2025.	<b>JLG</b>
<b>9.</b>	<b>Consultation on the Yorkshire Wolds Area of Outstanding Natural Beauty</b>  To consider the report of the Chief Executive.	<b>JLG</b>
<b>10.</b>	<b>Update on the Procurement of a Service Provider to Develop Pay Grades</b>  To consider the report of the Chief Executive.	<b>MR</b>
<b>11.</b>	<b>Exclusion of the Press and Public</b>  To consider the exclusion of the press and public for the items listed as exempt.	<b>JLG</b>
	<b>EXEMPT ITEMS</b>	
<b>12.</b>	<b>HEYCA's Office Premises</b>  To consider the report of the Chief Executive.	<b>MR</b>

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Hull and East Yorkshire Combined AuthorityAnnual General Meeting26<sup>th</sup> June 2025Aura, Bridgehead Business Park, HesslePRESENT:-

Mayor Luke Campbell, Councillors Handley, Dad, Ross and Tucker, L. Hammond (Deputy Humberside Police and Crime Commissioner) (substituting for J. Evison), J. Adamson (HEY Skills Board Chair) and J. Speedy (HEY Business Board Chair).

IN ATTENDANCE:-

M. Rogers (Interim Head of Paid Service), I. Anderson (Deputy Interim Monitoring Officer), J. La Grua (Strategic Governance and Legal Consultant), J. Neilson (Interim Section 73 Officer) and L. Hawkins (Democratic Services Officer).

APOLOGIES:-

Jonathan Evison (Police and Crime Commissioner).

Minute No.	Description/Decision	Action By/Deadline
<b>PROCEDURAL ITEMS</b>		
1.	<b>DECLARATIONS OF INTEREST</b>  L. Hammond declared an interest in the items that follow below insofar as he was a Councillor in the East Riding of Yorkshire.  Mayor Campbell declared a pecuniary interest in minute 12 insofar as the allowance which the Mayor for Hull and East Yorkshire would receive was to be considered. He did not speak or vote on the matter.	
2.	<b>MINUTES OF THE HULL AND EAST YORKSHIRE COMBINED AUTHORITY EXECUTIVE BOARD MEETING HELD ON 28<sup>TH</sup> MAY 2025</b>  <b>Agreed</b> – that the minutes of the Hull and East Yorkshire Combined Authority Executive Board held	

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	on 28 <sup>th</sup> May 2025 be approved as a true and correct record.	
3.	<p><b>ANNOUNCEMENTS FROM THE MAYOR</b></p> <p>The Mayor informed the Board that –</p> <ol style="list-style-type: none"> <li>i. It had been a busy month for him and the small HEYCA team. Officers had been progressing work on the decisions taken at the last Board meeting which had included the Readiness Submission produced for government as part of route to securing the Adult Skills Fund budget locally next year;</li> <li>ii. Work was taking place at pace on the Prosperity Strategy; progressing various key documents needed to secure devolved budgets and powers which included <ul style="list-style-type: none"> <li>• Local Growth Plan - first draft in September 2025</li> <li>• Local Transport Strategy – this would be in place by March 2026</li> <li>• Investment Framework – in development</li> </ul> </li> <li>iii. Significant progress had been made in various areas of the Transport role;</li> <li>iv. Improving connectivity within the region and to other parts of the country was a priority;</li> <li>v. He had met Stagecoach and East Yorkshire Buses senior leadership teams and better reporting and data-sharing had been developed so we could see their performance clearly and hold them to account;</li> <li>vi. For the first time we have local KPIs agreed and monitoring in place for our specific routes with Northern Rail;</li> <li>vii. In the Spending Review we were awarded the first multi-year settlement for transport</li> </ol>	

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	<p>– around £100m over four years. However, that's clearly not enough for the significant improvements needed to unlock the potential of the area;</p> <p>viii. His ambition was for quicker journeys and extending electrification of rail lines to Hull and East Yorkshire. This would allow us to join-up our massive development opportunities including the Freeport which could become a gateway to the north for international trade and freight;</p> <p>ix. The Authority had been stepping up its work to lobby government for fairer funding for the region;</p> <p>x. He attended his first Transport for the North (TfN) Board meeting and made the case for Northern Powerhouse Rail extending electrification beyond York to our area as soon as possible and he would continue working on this;</p> <p>xi. The Authority had been working hard to lobby the government to intervene to save thousands of jobs in the bioethanol industry which would be affected by the closure of the Vivergo plant;</p> <p>xii. He had joined other bodies to campaign against a clause in the US-UK Trade Deal which specifically removed tariffs on imported bioethanol to a level that would allow cheap imports from overseas to flood the entire UK market. This would mean the loss of jobs at Vivergo and many farms, including in East Yorkshire, which supply wheat to the industry. The Authority had written to the Prime Minister twice demanding urgent action;</p> <p>xiii. The Authority has written to Government in support of the two neighbouring areas – York and North Yorkshire, and North Lincolnshire – in becoming AI Growth Zones;</p>	
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	<p>xiv. The Authority had responded to both the Spending Review and the Industrial Strategy – identifying the key sectors such as Advanced Manufacturing, MedTech, New Energy and of course our Freeport which can grow at massive scale with Government support;</p> <p>xv. He had also been making the case for support to get the 5,000 homes underway on brownfield sites that were ready. The people of Hull and East Yorkshire need quality housing. This was one of his priorities. He had spoken at the UK's largest housing conference on this;</p> <p>xvi. We have very quickly forged strong partnerships where we can work together on issues and make sure Hull and East Yorkshire gets the voice it deserves;</p> <p>xvii. He would be signing the White Rose Agreement with the other Yorkshire Mayors soon;</p> <p>xviii. He had always said he would put place and people ahead of politics and he was building a Combined Authority that would do exactly that;</p> <p>xix. He had been speaking to the Council Leaders and their Deputies about how they can support him with the Authority's ambitions for the area by leading portfolios; and</p> <p>xx. He was also keen to take forward reviews of the Skills and Business Advisory Boards, which members of those two Boards were expecting, and a report would be brought forward on this at a future meeting.</p> <p><b>Agreed –</b> that the Mayor's Announcements be noted.</p>	
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4.	<p><b>PUBLIC QUESTIONS</b></p> <p>The Democratic Services Officer informed the Board that the following public question had been received from Mr Philip Morris –</p> <p>“Has the Board actively considered the voices of young people as key stakeholders in its decision-making processes, and would it be open to establishing a Young People's Advisory Board to ensure local young people have a structured opportunity to influence and shape the Board's work moving forward?”</p> <p>The Mayor gave the following response -</p> <p>“I have always said that young people will be a massive priority for me. I will be doing lots of talks in secondary schools and will be looking at what skills are needed. I want to inspire young people.</p> <p>I want to look into apprenticeships and how we can increase the number of young people who complete their apprenticeship.</p> <p>I want to be involved in helping communities which includes providing food banks and school uniforms for families who are in need.</p> <p>The Authority is not currently setting up a separate advisory board for young people.”</p>										
5.	<p><b>TO NOTE THE MAYOR AND OTHER COMBINED AUTHORITY MEMBERS AND APPOINT THE CO-OPTES AND SUBSTITUTE MEMBER</b></p> <p>The Deputy Interim Monitoring Officer confirmed the following appointments to the Hull and East Yorkshire Combined Authority –</p> <table border="1" data-bbox="363 1697 1038 1998"> <thead> <tr> <th></th><th>Member</th><th>Deputy</th></tr> </thead> <tbody> <tr> <td>Mayor</td><td>Luke Campbell</td><td></td></tr> <tr> <td>Hull City Council</td><td>Cllr Mike Ross</td><td>Cllr Mark Ieronimo</td></tr> </tbody> </table>		Member	Deputy	Mayor	Luke Campbell		Hull City Council	Cllr Mike Ross	Cllr Mark Ieronimo	
	Member	Deputy									
Mayor	Luke Campbell										
Hull City Council	Cllr Mike Ross	Cllr Mark Ieronimo									

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	Hull City Council	Cllr Jackie Dad	Cllr Linda Tock	
	East Riding of Yorkshire Council	Cllr Anne Handley	Cllr Nick Coultish	
	East Riding of Yorkshire Council	Cllr Dave Tucker	Cllr Jonathan Owen	
	Non- Constituent Member Police & Crime Commissioner for Humberside	Jonathan Evison	Leo Hammond	
	Associate Member Chair of Skills Board	Jayne Adamson	David Gent	
	Associate Member Chair of Business Board	Jason Speedy	David Hall	
	<b>Agreed</b> – that the appointments be noted.			
6.	<b>ANNOUNCEMENTS FROM THE HEAD OF PAID SERVICE</b>			
	The Interim Chief Executive and Head of Paid Service explained that he did not have any announcements for the meeting.			
7.	<b>APPOINTMENT OF COMMITTEES OF THE AUTHORITY</b>			
	The Interim Monitoring Officer submitted a report which enabled the Combined Authority to determine the Committee structure it required to manage its business in the 2025/26 municipal year.			



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	<p>The Deputy Interim Monitoring Officer confirmed that the Authority was required to establish an Overview and Scrutiny Committee and an Audit and Governance Committee; the appendix to the report set out the proportionality for each committee from the constituent authorities, and the nominations, from the Constituent Authorities, to both committees were set out within the report.</p> <p><b>Agreed –</b></p> <ul style="list-style-type: none"> <li>a. That the Mayor and other members of the Authority, those designated as Lead Member (in respect of each constituent council), named substitutes and co-optees: <ul style="list-style-type: none"> <li>i. the Humberside Police and Crime Commissioner as a Non-Constituent Member of the Authority;</li> <li>ii. the Chair of the Hull and East Yorkshire Skills Board and the Chair of the Hull and East Yorkshire Business Board as Associate Members of the Authority</li> </ul> </li> </ul> <p>are noted and agreed as the properly constituted Hull and East Yorkshire Combined Authority and that the Humberside Police and Crime Commissioner and the Chairs of the Hull and East Yorkshire Skills and Business Boards are requested to each nominate a named substitute to act as a Combined Authority Member in their absence;</p> <ul style="list-style-type: none"> <li>b. That the Committees identified at Appendix 1 are appointed with the composition (number of seats) as detailed;</li> <li>c. That the allocation of seats, in order to achieve the required political balance, as detailed in Appendix 1 is approved; and</li> <li>d. That, having received nominations to the Committees from the Constituent Councils, those nominations are approved and the</li> </ul>	(a-d) Interim Monitoring Officer
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	<p>seats filled accordingly, and to appoint to the role of Chair for each committee.</p> <p><u>Reasons for Recommendations</u></p> <ul style="list-style-type: none"> <li>• The Combined Authority is required to establish at least one Overview and Scrutiny Committee and an Audit and Governance Committee.</li> <li>• The composition of the Combined Authority's Executive arrangements is established by the Hull and East Yorkshire Combined Authority Order 2025 and it is a matter for the Constituent Councils to determine who will occupy those roles. The Combined Authority's Constitution requires it to note the appointments.</li> <li>• The Combined Authorities (Overview and Scrutiny, Access to Information and Audit Committees) Order 2017 lays out the requirements for political balance of the Combined Authority's Committees: the allocation of seats has been determined in accordance with the requirements of this Order and the principles set out within the Local Government and Housing Act 1989.</li> <li>• The Authority is required to have at least one Overview and Scrutiny Committee and an Audit and Governance Committee: appointment of the Constituent Councils' nominations to those seats ensures that those committees can function.</li> </ul>	
8.	<p><b>TO AGREE AND NOTE COMBINED AUTHORITY OFFICER ARRANGEMENTS - OPERATING MODEL AND RESOURCING</b></p> <p>At this point the Strategic Governance and Legal Consultant left the meeting.</p> <p>The Interim Chief Executive submitted a report which provided the Board with a summary of the key</p>	

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	<p>proposals within the high-level operating model for the Hull and East Yorkshire Combined Authority (HEYCA) covering operating model principles, the functional model, current interim structure and Pay and Grading Framework progress.</p> <p>The Board was informed that the organisation was developing at pace; that the proposed operating model had been designed against a set of principles which were set out at appendix 1 of the report; that the Combined Authority would need to be clear about the functions it would carry out; that the Authority needed a pay and grading structure to facilitate the recruitment of staff; that the report proposed the transfer of the Monitoring Officer role; that the Authority was required to have a Data Protection Officer; that a report would be submitted to a future meeting to address the changes which would be required to the establishment budget.</p> <p>A discussion took place around the procurement process and appointment of a service provider who would develop the pay and grading framework. Members requested that the decision to appoint a provider was taken by the Board rather than being delegated to officers.</p> <p>The Deputy Interim Monitoring explained that the Board could delegate the initiation of the procurement process to the relevant officers and the decision to appoint could be taken at a meeting of the Board; it was not expected that this approach would cause any delays to the process; that an established procurement framework could be used, and that the Authority had an agreement in place with Hull City Council to provide legal services which included procurement.</p> <p><b>Agreed –</b></p> <p>That the Board –</p> <ul style="list-style-type: none"> <li>a. Notes the content of this paper, and the progress made on the design of the high-level operating model;</li> <li>b. Supports the proposed operating model principles;</li> <li>c. Notes the current interim staffing arrangements;</li> </ul>	<p>(a-g) Interim Chief Executive/ Interim Monitoring Officer/Interim</p>
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	<p>d. Approves the appointment of Jayne La Grua as Interim Statutory Monitoring Officer and Senior Information Risk Owner pending recruitment to the permanent role;</p> <p>e. Approves the appointment to the statutory post of Data Protection Officer on an interim basis;</p> <p>f. Approves the commencement of the process, including establishment of HEYCA's Employment Panel, to appoint a permanent Chief Executive; and</p> <p>g. Authorises the Interim Chief Executive, in consultation with the Interim Monitoring Officer and Section 73 Officer, to initiate the procurement of a suitable service provider to develop the pay and grading framework with the decision to appoint the contractor to be taken at a future meeting of the Board.</p> <p><u>Reasons for Recommendations</u></p> <ul style="list-style-type: none"> <li>• HEYCA is a sovereign body within the region and therefore requires establishing itself as a well-designed organisation that can employ colleagues. This includes the creation of the operating model - how the organisation will function, and the accompanying systems needed, for example a Pay and Grading Framework.</li> <li>• The operating model principles have been developed in conjunction with colleagues involved in the establishment of the combined authority from both Hull City Council and East Riding of Yorkshire Council, as well as through the support of a Senior Operating Model Design Group, which includes the Chief Executives.</li> <li>• HEYCA requires capability and dedicated capacity to enable the organisation to support the mayor and the wider authority to deliver, at pace, on its agreed priorities. Work is ongoing within the organisation to be prepared and ready to recruit colleagues on</li> </ul>	Section 73 Officer
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	<p>a permanent basis. In the meantime, interim and agency workers have been contracted to support delivery. The design of the 'right sized' structure is in progress as well as recognising that some functions are being supplied via Service Level Agreements with the constituent councils, but not all services are able to be supplied. For example, the Pay and Grading Framework in each Council can only, contractually, be used for the council's own roles.</p> <ul style="list-style-type: none"> <li>• The current Monitoring Officer (MO) for HEYCA is currently the MO for Hull City Council. It is not feasible for this arrangement to continue, based on potential conflict of interest and the volume of work required in both organisations. Therefore, with the support of the current MO, an interim is proposed to be appointed pending recruitment to the permanent role.</li> <li>• Now that the Mayor is in place following election in May, it is appropriate to commence the recruitment to the permanent role of Chief Executive and Head of Paid Service.</li> </ul> <p>At this point the Strategic Governance and Legal Consultant returned to the meeting.</p>	
9.	<p><b>TO APPROVE ANY CONSTITUTIONAL DOCUMENTS NOT CONSIDERED UNDER ANY OTHER ITEM</b></p> <p>The Deputy Interim Monitoring Officer confirmed that there were no documents to consider.</p>	
10.	<p><b>APPOINTMENT TO OUTSIDE ORGANISATIONS</b></p> <p>The Interim Monitoring Officer submitted a report which presented to the Combined Authority the Outside Bodies to which appointments were made on an annual basis.</p> <p>The Deputy Interim Monitoring Officer explained that the Board would produce a Scheme of Delegation</p>	

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	<p>and vacancies to outside bodies would be filled in accordance with that scheme.</p> <p><b>Agreed –</b> that the report be noted.</p> <p><u>Reasons for Recommendations</u> To ensure that the Combined Authority is fulfilling its obligation to appoint members to organisations which require appointees.</p>	
11.	<p><b>INDEPENDENT REMUNERATION PANEL ALLOWANCES REPORT</b></p> <p><b>(Mayor Campbell declared a pecuniary interest in the item that follows below insofar as the allowance which was to be received by the Mayor for Hull and East Riding was to be discussed. He did not speak or vote on the matter.)</b></p> <p>At this point Mayor Campbell left the meeting.</p> <p>The Interim Monitoring Officer submitted a report which presented the recommendations of the Independent Remuneration Panel (IRP) in relation to the development of the Authority's Allowance Scheme.</p> <p>The Deputy Interim Monitoring Officer explained that the report set out the allowances for the Mayor, the Chair of the Overview and Scrutiny Committee, Chair of the Audit Committee, the members of both committees, and the independent member of the Audit Committee.</p> <p>It was confirmed that the reasons for the recommendations of the IRP were clearly set out within its report.</p> <p><b>Agreed –</b></p> <p>a. That the Combined Authority adopts the recommendations contained within the Independent Remuneration Panel's Report</p>	(a-c) Interim Monitoring Officer

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	<ul style="list-style-type: none"> <li>• That the allowance paid to the Hull and East Yorkshire Mayor should be set at £72,000.</li> <li>• That no allowance should be set for the Deputy Mayor.</li> <li>• That the Chair of Audit allowance should be set at £7,000.</li> <li>• That the Independent Member of Audit's allowance should be set at £250 per meeting.</li> <li>• That the Scrutiny Chair Allowance should be set at £10,485.</li> <li>• That other Members of the Scrutiny and Audit Committees should receive an allowance of £1,000.</li> <li>• That the following arrangements be made in respect of mileage and subsistence: <ul style="list-style-type: none"> <li>○ Mileage rates – should be paid at the same as the HMRC rate</li> <li>○ Subsistence allowance rates be set at: <ul style="list-style-type: none"> <li>- Breakfast £9.67</li> <li>- Lunch £13.28</li> <li>- Tea £25.86</li> </ul> </li> <li>○ Travel and accommodation paid at cost in line with agreed scheme.</li> </ul> </li> <li>• No indexation should be set, and the allowances should be reviewed prior to 2026/27 scheme.</li> </ul> <p>b. That the Members' Allowances Scheme take effect from the date of this meeting; and</p> <p>c. That the members of the Panel be thanked for their work.</p> <p><u>Reasons for Recommendations</u></p> <ul style="list-style-type: none"> <li>• The Panel has carried out extensive benchmarking, has spoken to relevant individuals and reviewed all other Combined Authority IRP Reports prior to submitting its report attached at Appendix</li> </ul>	
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	<p>1. In submitting the report, the Panel felt that the recommendations met the needs of the newly established Hull and East Yorkshire Combined Authority whilst balancing the need to protect the public purse.</p> <ul style="list-style-type: none"> <li>• As required by the Regulations a notice has been published in the Hull Daily Mail and on the Combined Authority's website, which states that the Combined Authority has received recommendations from an IRP and describes the main features of the Panel's recommendations.</li> </ul> <p>At this point Mayor Campbell returned to the meeting.</p>	
12.	<p><b>COMBINED AUTHORITY MEETING SCHEDULE 2025/26</b></p> <p>The Interim Monitoring Officer submitted a report which proposed a schedule of meetings for the 2025/26 Municipal Year as required by the Hull and East Yorkshire Combined Authority Constitution.</p> <p><b>Agreed</b> - that the Combined Authority approves the dates and time of the ordinary meetings and committee meetings of the Combined Authority for the municipal year 2025/26 in accordance with the attached schedule (Appendix1).</p>	





Report to the Hull and East Yorkshire Combined Authority

25 July 2025

## **Allocation of Portfolios 2025/26**

### **Report of the Monitoring Officer**

Report Status: This item is not exempt.

This is a non-key decision.

#### **1. Purpose of the Report and Summary**

- 1.1 This report seeks approval of each Member of the Combined Authority's portfolio of responsibility for the 2025/26 municipal year.

#### **2. Recommendations**

The Board is asked to:

- 2.1 Approve the Member Portfolios for the municipal year; and
- 2.2 Approve the allocation of portfolio responsibility.

#### **3. Reasons for Recommendations**

- 3.1 The draft portfolios are intended to align with the devolved functions of the Hull and East Yorkshire Combined Authority (HEYCA), which are as follows:

- Economic development and regeneration functions;
- Adult education and skills functions;
- Transport functions, including responsibility for an area-wide Local Transport Plan, and to set up and coordinate a Key Route Network;

- Housing supply, regeneration and place-making functions, along with provision of housing and land, land acquisition and disposal and the development and regeneration of land functions.

3.2 The portfolios proposed for the 2025/26 municipal year, together with their allocation of responsibility to individual Combined Authority Members, are as follows:

<b>Portfolio</b>	<b>Portfolio Lead</b>
Mayor's Portfolio Fit and Healthy	Luke Campbell
Investment	Anne Handley
Transport	David Tucker
Skills	Mike Ross
Housing	Jackie Dad

3.3 The proposed role, responsibilities, and governance arrangements for each Portfolio are set out in Appendix 1.

#### 4. **Issues for Consideration**

- 4.1 The Combined Authority may choose not to create portfolios or may allocate responsibilities differently to those proposed.
- 4.2 It should be noted that, if the draft portfolios are approved, it is proposed that these arrangements be reviewed regularly, and at least every 12 months to ensure that they remain fit for purpose as HEYCA becomes more established and functions evolve.

#### 5. **Equalities Impact Information**

- 5.1 It is not expected that the issues outlined in this report will have any adverse impacts on people with protected characteristics.

#### 6. **Options and Risk Assessment**

- 6.1 The establishment of portfolios, and allocation of lead responsibility, risks creating silos of work. This is mitigated, however, by the requirement set out in HEYCA's Protocol on Member/Officer Relations emphasising the need for individual portfolio holders to ensure that the Mayor and other

Combined Authority Members, and officers who need to know of the matter, are kept informed of activity within their respective portfolios, particularly on cross-cutting issues, in order to ensure that there is joined up thinking across all functions.

- 6.2 There are clear potential benefits to allocating lead responsibility for portfolios to individual members, in terms of the efficiency and effectiveness of discharging the Combined Authority's devolved functions across a number of different, but inter-related, areas.
- 6.3 It is not proposed, at this stage in HEYCA's establishment, that individual members should have general delegated decision-making powers. Rather that they have responsibility for developing recommendations within their respective area of responsibility, to be referred to the Mayor (in the case of Mayoral Functions) or the Combined Authority (in respect of CA reserved matters) for decision.
- 6.4 Individual Members will be supported by an appropriate lead officer and, where appropriate, may establish an advisory board or working group to further support the work of their portfolio.

## **7. Legal Implications and Statutory Officer Comments**

- 7.1 There is no statutory or constitutional requirement to create portfolios, or to allocate lead responsibility for functions to individual members. There are, however, clear benefits in terms of the efficiency and effectiveness of discharging the Combined Authority's devolved functions; and it is a governance model with which the Constituent Council Members will be familiar.
- 7.2 As indicated above, it is not proposed to make any general decision-making delegations to individual members at this time. The Combined Authority may, as it deems appropriate, determine to make specific delegations to officers to be exercised in consultation with individual portfolio holders, but it is otherwise proposed that responsibility for key decisions remain with the principal decision-maker in accordance the Part 3 (Responsibility for Functions) of HEYCA's Constitution.

## **8. Financial Implications and Statutory Officer comments**

- 8.1 There are no financial implications arising from the recommendations within this report.

## **9. HR Implications**

- 9.1 Each portfolio has been allocated a lead officer, who will discharge that function within their existing role and responsibilities.

**Report Author: Jayne La Grua, Interim Director of Legal & Governance and Monitoring Officer**

**Contact Officers:**

Jayne La Grua, Interim Director of Legal & Governance and Monitoring Officer  
Jayne.LaGrua@hullandeastyorkshire.gov.uk

**Officer Interests:**

None

**Appendices:**

Appendix 1 – Draft Portfolios 2025/26

**Background Documents:**

None

## PORTFOLIOS

1. Each Member of the Hull and East Yorkshire Combined Authority (HEYCA) will be allocated a portfolio of responsibilities by the Mayor at the annual meeting of HEYCA.
2. Each Portfolio Holder will be supported by a Lead Officer.
3. Each Portfolio Holder will work collaboratively with every other Portfolio Holder to support strategic alignment across HEYCA's areas of responsibility and will report regularly to meetings of the Combined Authority Board as a whole.
4. Details of the portfolios and the HEYCA members to whom they have been allocated will be published on HEYCA's website.
5. The portfolios of HEYCA members for 2025/26 are:

Portfolio Lead	Portfolio
Luke Campbell	Mayor's Portfolio Fit and Healthy
Anne Handley	Investment
David Tucker	Transport
Mike Ross	Skills
Jackie Dad	Housing

6. The role, responsibilities, and governance arrangements for each Portfolio within the Hull and East Yorkshire Mayoral Combined Authority are set out below. These arrangements will be reviewed regularly, and at least every 12 months. Reviews will usually take place in advance of the Combined Authority's annual meeting.

## Mayor's Portfolio

### 7. Portfolio Overview

Portfolio Title:	Mayor's Portfolio
Portfolio Holder:	Mayor Luke Campbell
Mayoral Priority:	All
Lead Officer:	Mark Rogers, Interim Chief Executive
Key Themes:	Governance, corporate leadership, financial strategy, intergovernmental relations, performance, organisational capability

### 8. The Portfolio Holder will:

- (a) Lead the Combined Authority as a whole and champion its strategic vision, corporate development and regional impact;
- (b) Ensure the Combined Authority has the organisational foundations required to deliver its ambitions, including robust governance, clear priorities, and effective resource management;
- (c) Actively collaborate with portfolio holders, local authorities, statutory officers and partners to support strategic alignment and high-quality delivery;
- (d) Provide regular updates to the Combined Authority Board, including on risks, opportunities and organisational performance;
- (e) Engage proactively with HEYCA's Overview and Scrutiny Committee and any relevant working or advisory groups;
- (f) Operate within clear principles:
  - (i) Upholding the highest standards of transparency, integrity and accountability;
  - (ii) Ensuring effective corporate governance, financial sustainability and public value;
  - (iii) Creating a positive team culture of joint working that recognises the interdependencies between all portfolios;
  - (iv) Providing system leadership across the Combined Authority and in external partnerships;
  - (v) Promoting a positive image of HEYCA and the Hull and East Yorkshire region, including through adhering to any agreed communications protocol.

## 9. Scope and Responsibilities

9.1 The Mayor provides oversight of all strategy, policy and delivery, including specific responsibility to:

- (a) Provide visible leadership of the Combined Authority and ensure the effective delivery of its statutory and strategic responsibilities;
- (b) Develop and maintain good governance arrangements, including risk management, performance management and business continuity planning;
- (c) Support the Chief Executive and Senior Leadership Team to provide oversight of core corporate services including HR, IT, finance, legal and procurement, ensuring they are fit for purpose and support the Combined Authority's strategic goals;
- (d) Ensure regular and effective liaison with statutory officers to maintain compliance and support organisational integrity;
- (e) Lead the preparation of the annual budget for the Combined Authority, and provide strategic oversight of financial planning and management;
- (f) Steer the development of the overarching Prosperity Strategy and support alignment of portfolio activity with the Mayor's vision and statutory duties;
- (g) Lead external engagement with Government departments, other Mayoral Combined Authorities, regional and international partners, and potential investors.

## 10. Governance and Partnerships

10.1 The Mayor will lead political engagement in working with:

- (a) HM Treasury, Cabinet Office and Ministry of Housing, Communities and Local Government – on funding settlements, devolution policy and strategic priorities;
- (b) Mayors and senior leaders of other Combined Authorities – on joint lobbying, learning and strategic collaboration;
- (c) Local MPs and parliamentary committees – on local priorities and scrutiny of the devolution settlement;
- (d) International cities, networks and investors – to promote Hull and East Yorkshire as a globally connected region;
- (e) Combined Authority statutory officers – to ensure sound corporate governance, legal compliance and strategic delivery.

10.2 In consultation with the Lead Officer and Monitoring Officer, the Mayor will establish such advisory or working groups as they find necessary to undertake this role, ensuring that the HEYCA Board remains sighted on and fully aware of the membership, terms of reference and findings of these groups.



## **Fit and Healthy Portfolio**

### **11. Portfolio Overview**

Portfolio Title:	Fit and Healthy
Portfolio Holder:	Mayor Luke Campbell
Mayoral Priority:	Fit and Healthy
Lead Officer:	Anita Hallbrook, Health and Wellbeing Lead
Key Themes:	Community Wellbeing and Healthy Neighbourhoods, Health Inequalities (tackling poverty and deprivation), Sport and Physical Activity, Health in all Policies.

### **12. The Portfolio Holder will:**

- (a) Work with local businesses, community leaders, the Voluntary, Community and Social Enterprise (VCSE) sector, NHS, local authority and other public service partners to support and invest in the health, wellbeing and aspiration of local communities;
- (b) Champion the role of sport, community action and local leadership in building a fit, healthy and confident region;
- (c) Provide regular updates to the Combined Authority Board on progress, risks and key decisions;
- (d) Engage proactively with HEYCA's Overview and Scrutiny Committee and any relevant working or advisory groups;
- (e) Operate within clear principles:
  - (i) Strengthening community infrastructure and leadership;
  - (ii) Promoting a Health in all Policies approach to tackle health inequalities;
  - (iii) Aligning local efforts with regional and national activity and investment;
  - (iv) Ensuring strong local leadership and partnership working;
  - (v) Promoting a positive image of HEYCA and the Hull and East Yorkshire region, including through adhering to any agreed communications protocol.

### **13. Scope and Responsibilities**

13.1 The Fit and Healthy Portfolio Holder leads on strategy, policy and delivery, including responsibility to:

- a. Promote aspiration, opportunity and pride through support for sport, physical activity, volunteering and community-led campaigns;
- b. Champion initiatives that improve public health and wellbeing, working with NHS and local government partners to support preventative approaches;
- c. Support health to become a stronger strategic partner driving the three policy shifts outlined within the NHS 10 Year Plan;
- d. Have a prominent role in driving prevention and innovation through the NHS Strategic Commissioning Board;
- e. Lever conversations in relation to life sciences with universities and industry to promote/encourage clinical trials;
- f. Use convening powers, significant in getting people to live healthy lives, Public Health, keep people in work longer, people choices;
- g. Support collaboration between the NHS and HEYCA to improve local growth;
- h. Work with partners to attract funding into the region through government investment to become a Prevention Demonstrator and Health Innovation Zone;
- i. Support strong communities, building civic pride, tackling isolation, and strengthening the social fabric of places across Hull and East Yorkshire;
- j. Work with partners to reduce poverty, including addressing the root causes of deprivation and supporting access to opportunity;
- k. Engage with local VCSE organisations, volunteers and anchor institutions to unlock local the energy and capacity of local people and communities.

#### 14. Governance and Partnerships

14.1 The Mayor will lead political engagement in working with:

- The Department for Health and Social Care, and regional NHS partners – to set a shared strategic direction of Health reforms (NHS 10 Year Plan);
- The Department of Work and Pensions in driving work and health policy that will tackle economic inactivity;
- Local authorities and Office for Health Improvement and Disparities (OHID) – to tackle Health Inequalities through anti-poverty strategies;
- Voluntary, Community and Social Enterprise (VCSE) sector – to drive community engagement, volunteering and local campaigns;

- Sport England and Active Humber – on physical activity programmes and supporting access to sporting activities;
- Schools, colleges and youth organisations – to support aspiration, opportunity and healthy lifestyles from early years onwards;
- Anchor institutions and funders – to support long-term investment in community resilience and wellbeing.

14.2 In consultation with the Lead Officer and Monitoring Officer, the Mayor will establish such advisory or working groups as they find necessary to undertake this role, ensuring that the HEYCA Board remains sighted on and fully aware of the membership, terms of reference and findings of these groups.

## Investment Portfolio 2025/26

### 15. Portfolio Overview

Portfolio Title:	Investment
Portfolio Holder:	Councillor Anne Handley
Mayoral Priority:	More Investment
Lead Officer:	Steve Skelton, Prosperity Strategy Lead
Key Themes:	Business growth, job creation, inward investment, enterprise, Freeport, economic policy

### 16. The Portfolio Holder will:

- a. Lead the development of economic policy that improves outcomes for business, people and places;
- b. Champion the region and the role of investment in driving growth, improving productivity and spreading opportunity across Hull and East Yorkshire;
- c. Convene and Chair an Investment Board to make recommendations to the HEYCA Board;
- d. Actively collaborate with other portfolio leads, local authorities, and key partners to align strategies and investments with wider regional ambitions;
- e. Provide regular updates to the Mayor and Combined Authority Board on progress, risks and key decisions;
- f. Engage proactively with HEYCA's Overview and Scrutiny Committee and any relevant working or advisory groups;
- g. Operate within clear principles:
  - Aligning regional plans with national investment and economic strategies, and local priorities;
  - Promoting transparency, accountability, and effective delegation;
  - Recognising the interdependencies between investment, jobs, housing, transport, regeneration, and public services;
  - Ensuring strong local leadership and partnership working;
  - Promoting a positive image of HEYCA and the Hull and East Yorkshire region, including through adhering to any agreed communications protocol.

### 17. Scope and Responsibilities

17.1 The Investment Portfolio Holder leads on strategy, policy and delivery, including responsibility to:

- a. Produce a Local Growth Plan to support economic development and align investment priorities;
- b. Provide oversight of business support services and access to finance schemes;
- c. Take a lead role to support the Mayor on inward investment and business engagement activities;
- d. Coordinate activity with the Hull and East Yorkshire Freeport and provide oversight;
- e. Develop and deliver wider economic policy and programmes in areas including innovation, sector growth and industrial strategy;
- f. Liaise with the Office for Investment, UK Infrastructure Bank, British Business Bank and institutional and private investors to unlock local investment;
- g. Coordinate funding and investment from the UK Shared Prosperity Fund (UKSPF).

## 18. Governance and Partnerships

18.1 The Investment Portfolio Holder will lead political engagement and support the Mayor in working with:

- Department for Business and Trade (DBT) – on inward investment and economic growth;
- Ministry for Housing, Communities and Local Government – on the Local Growth Plan;
- The OFI and UK Infrastructure Bank – on co-investment and financial strategy;
- British Business Bank – on enterprise and access to finance;
- Humber Freeport Board, Humber Energy Board and Future Humber – to support delivery and alignment;
- Local authorities and anchor institutions – to connect business growth with place-based investment.

18.2 The Investment Portfolio Holder may, in consultation with the Lead Officer and Monitoring Officer, establish such advisory or working groups as they find necessary to undertake their role, ensuring that the HEYCA Board remains

sighted on and fully aware of the membership, terms of reference and findings of these groups.

## Transport Portfolio 2025/26

### 19. Portfolio Overview

Portfolio Title:	Transport
Portfolio Holder:	Councillor David Tucker
Mayoral Priority:	A Better-Connected Region
Lead Officer:	Will Dunnett, Transport Lead
Key Themes:	Local Transport Plan, network and modal integration, rural accessibility, bus services and network performance, rail reform and modernisation, elevation of active travel, digital infrastructure and connectivity

### 20. The Portfolio Holder will:

- a. Take a leading role to support the Mayor on the development and delivery of the Local Transport Plan and Digital Connectivity Strategy to enable an integrated, modern transport system and improve access to public services through enhanced infrastructure;
- b. Champion the role of transport in supporting place-based regeneration, economic growth and improved connectivity;
- c. Actively collaborate with other portfolio leads, local authorities, and key partners to align infrastructure investment with wider strategic ambitions;
- d. Provide regular updates to the Mayor and Combined Authority Board on progress, risks and key decisions;
- e. Engage proactively with HEYCA's Overview and Scrutiny Committee and any relevant working or advisory groups;
- f. Operate within clear principles:
  - Aligning regional plans with national transport and connectivity strategies, and local priorities;
  - Promoting transparency, accountability, and effective delegation;
  - Recognising the interdependencies between transport, housing, investment and digital infrastructure;
  - Ensuring strong local leadership and partnership working;
  - Promoting a positive image of HEYCA and the Hull and East Yorkshire region, including through adhering to any agreed communications protocol.

## 21. Scope and Responsibilities

21.1 The Transport Portfolio Holder leads on strategy, policy and delivery across:

- a. **Local Transport Planning** – developing a new statutory Local Transport Plan that sets priorities for investment, improved connectivity and behavioural change;
- b. **Key Route Network** management – using mayoral powers of direction to coordinate and improve the region’s main roads;
- c. **Bus Service Improvement** – developing a service improvement plan and leading on enhanced partnerships and other policy levers that can deliver improvements to fare structures, reliability, accessibility and integration;
- d. **Active Travel** infrastructure – expanding walking and cycling networks and embedding active travel into spatial plans;
- e. **Rail** – advancing priorities such as Hull rail electrification and regional interurban line speed improvements, station upgrades and liaison with operators, Transport for the North and other stakeholders;
- f. **Rural Mobility and access** – improving public and flexible transport options for rural communities;
- g. **Electric Vehicle** infrastructure – overseeing the deployment of funding to ensure residents and businesses can power their vehicles;
- h. **Digital connectivity** – working with government and providers to deliver gigabit broadband, expand 5G infrastructure, and improving access to digital services, particularly in rural and underserved areas.

## 22. Governance and Partnerships

22.1 The Transport Portfolio Holder will lead political engagement and support the Mayor in working with:

- Department for Transport (DfT) – on transport powers, funding and policy;
- Great British Railways, Network Rail and DfT – on rail delivery;
- Transport for the North (TfN) – on joint projects and pan-regional planning;
- National Highways on inter urban connectivity;
- Department for Science, Innovation and Technology (DSIT) and Building Digital UK (BDUK) – on broadband and mobile infrastructure roll-out;
- Ofcom and private telecoms providers – on local coverage and investment.



22.2 The Transport Portfolio Holder will also work to aligning transport plans with housing and regeneration investment, in which capacity they will work closely with other Portfolio Holders and other stakeholders to:

- Collaborate with Homes England and the Ministry for Housing, Communities and Local Government (MHCLG) to integrate transport into strategic housing delivery;
- Coordinate with local councils, the Voluntary, Community and Social Enterprise (VCSE) sector, and infrastructure providers to ensure joined-up planning and delivery;

22.3 The Transport Portfolio Holder may, in consultation with the Lead Officer and Monitoring Officer, establish such advisory or working groups as they find necessary to undertake their role, ensuring that the HEYCA Board remains sighted on and fully aware of the membership, terms of reference and findings of these groups.

## Skills Portfolio 2025/26

### 23. Portfolio Overview

Portfolio Title:	Skills
Portfolio Holder:	Councillor Mike Ross
Mayoral Priority:	More Jobs
Lead officer:	Ben Odams, Skills & Employment Lead
Key Themes:	Inclusive growth, adult learning, employment support, 16–19 pathways, skills commissioning, economic inclusion

### 24. The Portfolio Holder will:

- a. Take a leading role to support the Mayor on the development and delivery of an integrated and forward-looking approach to skills policy and investment;
- b. Champion the role of skills in supporting growth, improving productivity and opportunity across Hull and East Yorkshire;
- c. Actively collaborate with other portfolio leads, local authorities, and key partners to align strategies and investments with wider regional ambitions;
- d. Provide regular updates to the Mayor and Combined Authority Board on progress, risks and key decisions;
- e. Engage proactively with HEYCA's Overview and Scrutiny Committee and any relevant working or advisory groups;
- f. Operate within clear principles:
  - Aligning regional plans with national skills and economic strategies, and local priorities;
  - Promoting transparency, accountability, and effective delegation;
  - Recognising the interdependencies between skills and investment in housing, transport, regeneration and public services;
  - Ensuring strong local leadership and partnership working.
  - Promoting a positive image of HEYCA and the Hull and East Yorkshire region, including through adhering to any agreed communications protocol.

### 25. Scope and Responsibilities

25.1 The Skills Portfolio Holder leads on strategy, policy and delivery, including the following:

- a. Develop a comprehensive Work and Skills Strategy for Hull and East Yorkshire;
- b. Provide oversight of Adult Skills commissioning through the devolved Adult Education Budget from 2026/27;
- c. Shape and support delivery of the Local Skills Improvement Plan to align provision with employer demand and regional priorities;
- d. Lead and shape the development of the Local Skills Improvement Plan (LSIP) in conjunction with the Employer Representative Body (Hull Chamber);
- e. Work with employers, colleges, universities and training providers to improve system alignment and learner outcomes;
- f. Provide oversight of targeted employment support programmes;
- g. Engage with and seek to influence careers education and support to best align with regional priorities;
- h. Advocate for the further devolution of 16–19 education and training responsibilities in order to best support local residents and businesses.

## 26. Governance and Partnerships

26.1 The Portfolio Holder will lead political engagement and the support the Mayor in working with:

- The HEYCA Skills Board – to provide overall coordination of the local system;
- Department for Education (DfE) – on adult skills funding and post-16 strategy;
- Department for Work and Pensions (DWP) – on employment support and labour market activation;
- Local colleges, universities and independent training providers – on curriculum and delivery coordination;
- Employer groups and chambers of commerce – to align provision with workforce needs;
- Careers and enterprise networks – to raise aspirations and improve transitions into work;
- The Chamber of Commerce – as Employer Representative Body to ensure joined-up development of the Local Skills Improvement Plan

26.2 The Portfolio Holder may, in consultation with the Lead Officer and the Monitoring Officer, establish such advisory or working groups as they find necessary to undertake their role, ensuring that the HEYCA Board remains sighted on and fully aware of the membership, terms of reference and findings of these groups.

## Housing Portfolio 2025/26

### 27. Portfolio Overview

Portfolio Title:	Housing
Portfolio Holder:	Councillor Jackie Dad
Mayoral Priority:	Affordable Homes
Lead officer:	Ben Hanson, Housing Lead
Key Themes:	Housing development, delivery and investment, Spatial Development Strategy (SDS), regeneration, retrofit, construction.

### 28. The Portfolio Holder will:

- a. Take a leading role in supporting the Mayor on the development and delivery of a strategic and ambitious approach to housing and spatial planning policy across Hull and East Yorkshire (the Spatial Development Strategy);
- b. Champion the role of housing and planning in supporting economic growth and creating sustainable and resilient places and communities;
- c. Actively collaborate with other portfolio leads, local authorities, and key partners to align housing delivery and strategic planning with wider strategic ambitions;
- d. Provide regular updates to the Mayor and Combined Authority Board on progress, risks and key decisions;
- e. Engage proactively with HEYCA's Overview and Scrutiny Committee and any relevant working or advisory groups;
- f. Operate within clear principles:
  - Aligning regional plans with national housing, planning and environmental policy and programmes;
  - Promoting transparency, accountability, and effective delegation;
  - Recognising the interdependencies between housing, transport, regeneration, infrastructure and environmental matters;
  - Ensuring strong local leadership and partnership working;
  - Promoting a positive image of HEYCA and the Hull and East Yorkshire region, including through adhering to any agreed communications protocol.

## 29. Scope and Responsibilities

29.1 The Housing Portfolio Holder leads on strategy, policy and delivery, including the following:

- a. Leadership of spatial planning strategy, including the production of a statutory Spatial Development Strategy;
- b. Coordination of a housing investment pipeline and oversight of associated funding decisions;
- c. Liaison with local authorities, Homes England and registered providers to support the delivery of affordable homes, including through the Affordable Homes Programme;
- d. Strategic oversight of brownfield development, land assembly and use of any Mayoral powers;
- e. Oversight of retrofit investment and any other housing programmes;
- f. Development of a Local Nature Recovery Strategy in partnership with local and national stakeholders;
- g. Supporting development of a regional Land Commission to advise on public land use and regeneration.

## 30. Governance and Partnerships

30.1 The Portfolio Holder will lead political engagement and the support the Mayor in working with:

- a. Ministry for Housing, Communities and Local Government (MHCLG) – on housing and planning policy;
- b. Homes England – to align regional housing delivery with national programmes and investment;
- c. Local authorities – for coordinated pipeline and plan making;
- d. Institutional and other investors – to create sustainable funding partnerships;
- e. Environment Agency, Crown Estates and Natural England – on flood resilience, biodiversity net gain and spatial environmental strategy;
- f. Infrastructure providers and utility companies – to support development readiness;

- g. Landowners and developers – to unlock strategic housing sites and regeneration opportunities.

30.2 The Portfolio Holder may, in consultation with the Lead Officer and the Monitoring Officer, establish such advisory or working groups as they find necessary to undertake their role, ensuring that the HEYCA Board remains sighted on and fully aware of the membership, terms of reference and findings of these groups.

**Report** to the Hull and East Yorkshire Combined Authority

25 July 2025

**Appointment of Chairs of the Overview & Scrutiny and Audit & Governance  
Committees of the Combined Authority**

**Report of the Interim Monitoring Officer**

**Report Status**

This item is not exempt

Therefore exempt reasons are not applicable

1. **Purpose of the Report and Summary**

The purpose of this report is to:

- 1.1 Appoint, or make arrangements to appoint, the Chairs of the Overview and Scrutiny Committee and the Audit and Governance Committee for the 2025/26 municipal year.

2. **Recommendations**

- 2.1 That a Chair of the HEYCA Overview and Scrutiny Committee is appointed for the 2025/26 municipal year; and
- 2.2 That a Chair of the HEYCA Audit and Governance Committee is appointed for the 2025/26 municipal year.

3. **Reasons for Recommendations**

- 3.1 At its AGM on 26 June 2025, the Combined Authority agreed to establish an Overview and Scrutiny Committee and an Audit and Governance Committee in accordance with the requirements of the Combined Authorities (Overview and Scrutiny Committees, Access to Information and Audit Committees) Order 2017. The following appointments were made:



3.1 **Overview and Scrutiny**

Hull City Council

Councillors Robinson, Coward, Randall, Hale, McMurray and Wareing.

East Riding of Yorkshire Council

Councillors Bibb, Whyte, Healy, Astell, B Jeffreys and Gallant.

**Audit and Governance Committee**

Hull City Council

Councillors Neal K, Kemp, Herrera-Richmond and Matthews.

East Riding of Yorkshire Council

Councillors Hopton, Lee, Corless and Norman.

3.2 Also on 26 June 2025, the Combined Authority agreed the recommendations of an Independent Remuneration Panel, which included:

- (1) That the Chair of the HEYCA Overview and Scrutiny Committee allowance should be set at £10,485;
- (2) That the Chair of the HEYCA Audit and Governance Committee allowance should be set at £7,000; and
- (3) That other Members of the Scrutiny and Audit Committees should receive an allowance of £1,000.

3.3 HEYCA's Constitution provides, at Article 7, that the Combined Authority will appoint the Chair of any Overview and Scrutiny Committee, who must be:

- *an independent person; or*
- *a person who is not a member of a registered political party of which the Mayor is a member.*

3.4 The Scrutiny Procedure Rules provide that:

*The Combined Authority will appoint the Chair of the Overview and Scrutiny Committee, in accordance with Article 7 (Overview and Scrutiny) in Part 2 of the Constitution.*

*Where the Combined Authority does not appoint the Chair of the Overview and Scrutiny Committee, the Committee may appoint its own Chair.*

- 3.5 An independent person has not been appointed to the Overview and Scrutiny Committee. None of the Members of the Overview and Scrutiny are a member of the same political party as the Mayor.
- 3.6 No provision has been made in the Constitution for the appointment of a Chair of the Audit and Governance Committee. There is a requirement that at least one independent person be appointed to the Audit and Governance Committee, the Authority will shortly be going out to advertisement to fill this vacancy.

#### 4. **Options and Risk Assessment**

##### 4.1 **Appointment of Chairs from within the Constituent Council Membership**

###### **Option 1:**

That the Combined Authority appoint a Chair to each of the Committees from within their Membership. This option would allow the Combined Authority to maintain parity by, for example, appointing one Chair from within the membership of Hull City Council and the other from within the membership of East Riding of Yorkshire Council, which may be rotated annually or at another appropriate frequency. This option may, however, result in one or both of the Committees being unhappy with the selection.

###### **Option 2:**

That the Combined Authority allows the Committees to appoint their own Chairs, with the matter being reported back to the next appropriate meeting of the Combined Authority. This option allows the Committees a degree of autonomy but may result in a perceived imbalance between the Constituent Councils.

###### **Option 3:**

That the Combined Authority directs that an independent person be appointed to the Overview & Scrutiny Committee (there already being a requirement for an independent person to be appointed to the Audit and Governance Committee) and that the independent

persons Chair the committees. This option maintains independence, but recruitment may prove challenging.

5. **Equalities Impact Information**

5.1 There are no direct equalities impacts.

6. **Legal Implications and Statutory Officer Comments**

6.1 The statutory basis for the establishment of a Scrutiny and an Audit Committee is set out in the Combined Authorities (Overview and Scrutiny Committees, Access to Information and Audit Committees) Order 2017 made under Section 114 and Schedule 5A of the Local Democracy, Economic Development and Construction Act 2009.

7. **Financial Implications and Statutory Officer comments**

7.1 There are no financial implications arising from the recommendations within this report. The Combined Authority's approved revenue budget contains sufficient provision for the members' allowances associated with the committee positions.

**Jayne La Grua**  
**Interim Monitoring Officer**

**Contact Officers:**

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**Officer Interests:**

None

**Appendices:**

None

**Background Documents:**

*'Appointment of Committees of the Combined Authority'*, 25 June 2025 (Agenda Item 7); and  
*'Report on Allowance from the IRP'*, 25 June 2025 (Agenda Item 11).



**Report** to the Combined Authority Board

25 July 2025

## **Proposed New Yorkshire Wolds Area of Outstanding Natural Beauty**

### **Report of the Chief Executive**

#### **Report Status:**

This item is not exempt

Therefore exempt reasons are not applicable

This is a non-key decision.

#### **1. Purpose of the Report and Summary**

- 1.1 Natural England is undertaking a statutory consultation into establishing a new Yorkshire Wolds Area of Outstanding Natural Beauty (AONB) with the Combined Authority, as a new statutory consultee.
- 1.2 This report summarises the proposal and seeks approval to submit a supportive response to Natural England.

#### **2. Recommendations**

- 2.1 That the Board agrees to delegate authority to the Interim Chief Executive to respond to Natural England's proposal for the Yorkshire Wolds to be designated as an Area of Outstanding Natural Beauty.

#### **3. Reasons for Recommendations**

- 3.1 A significant portion of the proposed AONB is within East Riding of Yorkshire's administrative boundary, and as such the council has responded to the consultation. The response was positive and the Council was satisfied that the process for designation was thorough

and the necessary definition of ‘natural beauty’ had been well applied.

- 3.2 The Combined Authority, in its role as a Statutory Consultee, is supportive of its designation, particularly in the anticipation of the positive impact the designation will have on the area’s local economy and recognition of the Yorkshire Wolds national significance.

#### 4. **Background**

- 4.1 Natural England is currently considering whether to designate the Yorkshire Wolds as an Area of Outstanding Natural Beauty (AONB). A statutory and public consultation ran for 14 weeks between 8 October 2024 and 13 January 2025. The consultation was statutory for relevant local authorities; at the time this included East Riding of Yorkshire Council, North Yorkshire County Council, and the York and North Yorkshire Combined Authority. Natural England extended the consultation to include other key stakeholders including other public bodies, town and Parish councils, local businesses, landowners and the general public.
- 4.2 Natural England have now sought to extend the consultation to the Hull and East Yorkshire Combined Authority, which wasn’t in existence at the time of the original consultation period. The Combined Authority has eight weeks to consider the proposal and respond, commencing on 23<sup>rd</sup> June 2025 and closing on 17<sup>th</sup> August 2025.
- 4.3 In deciding whether to designate an AONB, Natural England must first consider whether the area has outstanding natural beauty and then whether designation is desirable for the purpose of conserving and enhancing the area’s natural beauty. This decision requires Natural England to address three questions:
1. Does the area have sufficient natural beauty to be considered outstanding?
  2. Is it desirable for the purpose set out above, to designate this area as AONB?
  3. If answers to 1 and 2 are yes, then where should the boundary be drawn?
- 4.4 Once designated, AONBs are managed through a partnership of constituent local authorities and community representatives. There are several different models across the country with different governance arrangements. A Management Advisory Group (MAG) has been established to ensure all parties are represented in the development of the AONB’s future governance arrangements. The MAG includes representatives from the constituent councils,

including Hull and East Yorkshire Combined Authority and York, North Yorkshire Combined Authority, alongside North Yorkshire and East Riding Councils, and other stakeholders and is facilitated by Natural England.

## 5. **Issues for Consideration**

- 5.1 An AONB is land that is protected by law in order to ensure that its natural beauty is conserved and enhanced. Once designated, relevant authorities have a statutory duty to conserve and enhance the natural beauty of the area, which means local planning authorities and other decision makers need to take account of the impact of their decisions on the area and the statutory duty to protect it, for example when preparing development plans or determining planning applications.
- 5.2 Designation recognises the national importance of an area, and Natural England applies a high threshold in its assessments. Natural England has guidance on out how it evaluates natural beauty, as well as the desirability of designation and assessment criteria is called 'guidance for Assessing Landscapes for Designation as a National Park or Area of Outstanding Natural Beauty (AONB)' is available online. [ne guidance-on-assessing-landscapes-for-designation\\_june21-1.pdf](#)
- 5.3 Although, at the present time, the Combined Authority does not have statutory planning powers, once the Devolution White Paper, published in December 2024, becomes law, it is anticipated that the Combined Authority will have some statutory and spatial planning powers.
- 5.4 The proposal to designate the Yorkshire Wolds as an Area of Outstanding Natural Beauty was supported by the East Riding of Yorkshire Council. The Council's Cabinet agreed to respond positively to the consultation at its meeting on 10 December 2024.

## 6. **Equalities Impact Information**

- 6.1 The designation is designed to protect the area's natural characteristics. Supporting the proposal has no direct negative impacts that can be determined.

## 7. **Options and Risk Assessment**

- 7.1 Option One – to respond in support to the designation consultation (**preferred option**)  
  
East Riding of Yorkshire Council has already expressed its support for the designation. As an AONB, the Yorkshire Wolds will be recognised as a nationally significant landscape.

7.2 Option Two – to not respond

As a new organisation, this is the first opportunity the Combined Authority has provide its support to such a proposal. Not responding to the consultation could be perceived as being ambivalent or unsupportive of the proposals.

8. **Legal Implications and Statutory Officer Comments**

8.1 Natural England has a power under the Countryside and Rights of Way (CROW) Act 2000 to designate land as an AONB if it is satisfied that it has such outstanding natural beauty that its designation is desirable for the conservation and enhancement of its natural beauty.

8.2 The CROW Act 2000 requires that Natural England carries out a statutory Local Authority consultation prior to reaching a final decision. The designation project can then move to the next stage in the process, if, as a result of the consultation:

- no fundamental objections arise which cannot be overcome; and
- no significant areas of additional land need to be included as a result of the consultation; and
- Natural England decides to continue with the proposed AONB designation.

8.3 If the decision is made, following consultation, to proceed to the next stage, Natural England will proceed to a formal Notice Period by publishing a Notice of the Order in the London Gazette and other newspapers as required by Section 83(2) of the CROW Act.

8.4 Following the Notice period, Natural England approval would then be sought to allow the Order to be made and submitted to the Secretary of State for confirmation. The Secretary of State has the discretion to call a Public Inquiry to assist in their decision making, and to consider any objections, before deciding whether or not to confirm the Order.

8.5 The Secretary of State may, or may not, confirm the Order, with or without amendment. This decision is not made to any specific timescale. Any designation would not come into effect unless, and until, confirmed by the Secretary of State.

8.6 Planning and development control in an AONB remain the responsibility of the local authorities.

9. **Financial Implications and Statutory Officer comments**



9.1 There are no financial implications arising from the recommendations within this report.

**Mark Rogers**  
**Interim Chief Executive**

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**Officer Interests:**

None

**Appendices:**

none

**Background Documents:**

Consultation Documentation: [Yorkshire Wolds Proposed Area of Outstanding Natural Beauty Designation Project - Defra - Citizen Space](#)

**Report to the Combined Authority**

25 July 2025

**Selection of Provider for development of Job Evaluation Structure**

**Report of the Interim Monitoring Officer**

**Report Status:**

This item is not exempt with exception of Exempt Appendix 2

Therefore exempt reasons are not applicable save in relation to Appendix 2

This is a non-key decision.

1. **Purpose of the Report and Summary**

- 1.1 The purpose of this report is to seek a decision of the Combined Authority Board upon the Supplier to deliver the Board's structure for Pay and Conditions.

2. **Recommendations**

- 2.1 That the Board considers the quotations provided at **Exempt Appendix 2 (off agenda late document)** for the development and implementation of a Job Evaluation Scheme for the Combined Authority and approves the appointment of Most Advantageous supplier to deliver the services identified at Appendix 1 to this report.

3. **Reasons for Recommendations**

- 3.1 To ensure that the Combined Authority has in place a terms and conditions framework that will enable it to develop an effective operating model.
- 3.2 To ensure that the selected staffing structure reflects the legal requirement of equal work for equal pay.
- 3.3 To ensure that the staff framework developed accords with the requirements of delivering Value for Money.

#### 4. **Background**

- 4.1 The Combined Authority has a need to establish a Pay and Grading structure that will ensure that it is able to attract the staff that will ensure that the organisation is both effective, able to deliver upon the Board's priorities and the potential for legal challenge is minimised.
- 4.2 A Request for Quotation document has been prepared, and is attached to this report as Appendix 1, in accordance with the instructions of the Board at its meeting of 26<sup>th</sup> June 2025, including the scope of works required, the evaluation criteria to be applied to determine the supplier most able to meet the Authority's requirements and the pricing schedule to be submitted by those organisations that are submitting proposals.
- 4.3 The Request for Quotation document provides for the delivery of the scope of works commencing on 1<sup>st</sup> August 2025, but allows for an extension of the scope of works beyond six months in the event that further support were required utilising the pricing schedule incorporated into the quotation document.
- 4.4 Exempt Appendix 2 will be prepared and circulated to members for the Board meeting reviewing the Quotations that are received before the meeting so as to ensure that the Board is in a position to select the most advantageous quotation to meet its requirements.

#### 5. **Issues for Consideration**

##### 5.1 Procurement Framework

The local authority is required to deliver Best Value and operate in a transparent manner in relation to its procurement decisions. Selecting the most advantageous quotation based upon applying clear criteria within the selection is in accord with this approach.

##### 5.2 Equalities Impact

The Authority must ensure that it minimises the risk of less favourable treatment of different staff groups. Developing a Job Evaluation Framework that accords with this approach is essential to minimise the risk of challenge.

#### 6. **Equalities Impact Information**

- 6.1 A key reason for developing is to ensure effective management of the risk of Equal Pay claims through ensuring the risk of less favourable treatment of different staff groups is managed.

The procurement process ensures that the Board has the opportunity to review the suppliers who have submitted proposals for how they would undertake the role to select the supplier which provides the most

advantageous proposal. In this approach consideration of the bidders' approach to Equalities Impact is therefore crucial.

**7. Options and Risk Assessment**

7.1 The Combined Authority determined to seek quotations at its Board Meeting on 26<sup>th</sup> June 2025 ([item 8](#)) so as to ensure that the supplier selected delivered Best Value and provided the solution would best meet the Authority's requirements.

7.2 The Board will be provided with Exempt Appendix 2 incorporating the quotations that have been submitted with an analysis of how their proposals meet the requirements of the Request for Quotation process to inform a decision upon the supplier best able to meet the Combined Authority's requirements.

**8. Legal Implications and Statutory Officer Comments**

8.1 The recommendations set out in this report comply with the requirements of public procurement law.

**9. Financial Implications and Statutory Officer comments**

9.1 The appointment of a supplier to develop and implement a Job Evaluation Scheme was not foreseen when HEYCA's provisional budget was developed and so this item is not specifically budgeted for. Budget provision for the contract will therefore need to be established through virement of budget from the Investment Fund. This will be actioned under officer budget management delegations following the Board's approval of the appointment of a supplier.

Jayne la Grua  
Interim Monitoring Officer

**Contact Officers:**

Ian Anderson, Director of Legal Services and Partnerships, Hull City Council

**Officer Interests:**

None

**Appendices:**

Appendix 1 – Request for Quotation Document

Exempt Appendix 2 – Supplier Quotations

This appendix is exempt as it contains information relating to the financial and business affairs of companies that have submitted quotations to undertake the proposed scope of work and the public interest in ensuring that businesses have

confidence that they can submit such information without it being disclosed is greater than the public interest in publishing such information.

**Background Documents:**

Report to Combined Authority 26<sup>th</sup> June 2025



# **HULL AND EAST YORKSHIRE COMBINED AUTHORITY**

## **REQUEST FOR QUOTATIONS (RFQ) INSTRUCTIONS and SUBMISSION DOCUMENT**

**for Job Evaluation Consultancy**

**YORtender Reference Number: 101020**

**Procurement Lead: Richard Gregory**

**RFQ Submission Return Time and Date (DEADLINE):  
18<sup>th</sup> July 2025 at 12 noon**

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## **PART 1 - REQUEST FOR QUOTATION (RFQ) INSTRUCTIONS**

### **1. Deadline For Responding To This Document**

- 1.1 The deadline for responding to this RFQ document by the completion and submission of a RFQ Submission document is **18<sup>th</sup> July 2025**. See 'Procurement timetable' and 'How to respond to this opportunity'.

### **2. Introduction**

- 2.1 This document describes how the RFQ will be conducted. Suppliers are strongly encouraged to read this document before preparing their submission.
- 2.2 This document has been prepared to assist Suppliers in deciding whether to submit an RFQ. Failure to comply with this document may result in exclusion from the RFQ and/or the rejection of any submitted RFQ.
- 2.3 Hull City Council (the Authority) reserves the right to issue updated versions of this or any other document to Suppliers as and when the need arises, together with any changes to the Procurement or any other new information.
- 2.4 Interested parties have been provided with this **RFQ Instructions and Submission** document. The Authority will evaluate the Part 2 - RFQ Submission and it should be carefully noted by Suppliers that you must return a fully completed RFQ Submission as failure to do so will result in the RFQ Submission being deemed as non-compliant.
- 2.5 This document:
- 2.5.1 Asks Suppliers to submit their RFQ Submission in accordance with the instructions set out.
  - 2.5.2 Sets out the overall timetable and process for the Procurement.
  - 2.5.3 Provides Suppliers with sufficient information to enable them to submit a compliant RFQ Submission (including providing templates where relevant).
  - 2.5.4 Sets out the Award Criteria and the Evaluation Model that will be used to evaluate the RFQ Submission.
  - 2.5.5 Explains the administrative arrangements for the receipt of RFQ Submissions.



### 3. Overview Of The Authority's Requirement

#### 3.1 Specification

Hull and East Yorkshire Combined Authority is the legal body established through the [Hull and East Yorkshire Combined Authority Order 2024](#) ('the Order') to promote joint working across the area of two local authorities, Hull City Council and East Riding of Yorkshire Council to take advantage of powers and resources able to be devolved from national government.

While the Humberside Police and Crime Commissioner is a member of the local authority, neither the Commissioner nor the Humberside Fire and Rescue Authority fall within the responsibility of the Combined Authority.

The [Devolution Deal](#) agreed for the establishment of the Combined Authority has a focus upon:

- Innovation, Digital Inclusion, Trade and Investment
- Skills and Education
- Housing and Land
- Transport
- Achieving Net Zero
- Environment and Climate Change Adaptation
- Culture and Tourism
- Population Health Improvement

The Combined Authority is led by a Mayor elected by the residents on the electoral roles of Hull and East Yorkshire on 1 May 2025.

The Combined Authority commenced its existence with no existing employees and consequently there exists a need to establish a non-discriminatory Job Evaluation pay and grading scheme for the new organisation to ensure that it meets the requirements of Equal Pay legislation.

Quotations are accordingly requested for the following areas of activity:

1. Propose a Job Evaluation methodology (eg [Korn Ferry Hey](#), [Croner](#), Local Government Chief Officer and Green Book) that will ensure that the Authority is able to ensure no less favourable treatment for employees of the Authority going forward;
2. Develop a pay and grading structure utilising the proposed Job Evaluation methodology for incremental pay progression (eg spinal points) for the Hull and East Yorkshire Combined Authority for both the strategic, technical, professional and operational roles required to operate the entity;
3. Advise upon the development of Job Descriptions / role profiles for the required roles for the structure, and
4. Evaluate specimen job descriptions / role profiles for what are anticipated to be 5 Job Role levels within the new structure.

### 3.2 Value of Contract

The anticipated value of the Services / Goods is not expected to exceed £75,000.

Please note that details of estimated value of contract(s) is given by the Authority in good faith as a guide to past purchasing, soft market testing and current planning. It should not be interpreted as an undertaking to purchase any services to any particular value and does not form part of any future contract.

### 3.3 Contract Term

The Authority proposes to enter into one Contract(s) for an initial period of **6 months** with the successful Supplier(s).

There will be an option to extend for a further period of **6 months**. Any such extension will be at the discretion of the Authority and subject to satisfactory performance.

The anticipated service commencement date is **1<sup>st</sup> August 2025**.

## 4. Preliminary Market Engagement

4.1 Not used.

## 5. The RFQ Process

5.1 This RFQ Procedure will be conducted in **one stage**.

5.2 The RFQ Submission must be submitted in accordance with the timetable and instructions set out in this document and any additional information provided.

5.3 The Authority will conduct an assessment of all RFQ Submissions in order to identify the Supplier which has submitted the winning RFQ in accordance with the assessment methodology and award criteria set out. The Authority may disregard a RFQ Submission:

5.3.1 if it offers a price that the Authority considers to be abnormally low for the performance of the Contract. Where the Authority considers that a price offered by a Supplier is abnormally low, the Authority will notify the Supplier and give the Supplier reasonable opportunity to demonstrate that it will be able to perform the contract for the price offered. The Authority will only disregard the RFQ if the Supplier cannot satisfactorily demonstrate that it will be able to perform the Contract for the price offered.

- 5.4 Once the assessment has concluded, the Authority will notify all Suppliers that completed a RFQ Submission of the award decision. The Authority will also publish a Below Threshold Contract Details notice on the Central Digital Platform for RFQs with a total value of £25,000 and over.
- 5.5 The RFQ process will end with the Authority entering into the Contract with the successful Supplier.

## 6. Procurement Timetable

- 6.1 The timetable for the RFQ is set out in the following table (the Procurement Timetable). Deadlines for the submission of responses to the Authority are shown in bold. Failure to meet these deadlines will result in a Supplier's RFQ Submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the YORtender Portal.

Event	Date
<b>Invitation To Participate</b>	
Publication of all RFQ documents	4 <sup>th</sup> July 2025
Deadline for receipt of Supplier clarification questions	11 <sup>th</sup> July 2025
<b>Deadline date for receipt of RFQ Submission:</b>	<b>18<sup>th</sup> July 2025</b>
Assessment of RFQ Submission to be completed by:	25 <sup>th</sup> July 2025
Target Contract Commencement Date:	1 <sup>st</sup> August 2025

## 7. Service Levels, Service Credits and Key Performance Indicators

- 7.1 Not used.

## 8. Contract Terms

- 8.1 The draft Contract that the Authority proposes to use is attached at **Appendix D**. By submitting a RFQ Submission, Suppliers are agreeing to be bound by the terms of the RFQ and the Contract without further negotiation or amendment. If the terms of the Contract render the proposals in the Supplier's RFQ Submission unworkable, the Supplier should submit a clarification in accordance with paragraph 11 below.
- 8.2 The following documents shall form part of the Contract between the Authority and the Supplier(s):
- Specification (the Authority's Detailed Requirement).
  - Contract and its schedules.
  - A pricing model (as completed by the Supplier).

- Supplier RFQ Submission document i.e. the response to requirements and/or method statement questions and associated Appendices.

## 9. Data Room

9.1 Not used.

## 10. How to Respond to this Opportunity

10.1 All documents, information and data that comprise your RFQ Submission response must be completed and submitted by the deadline date:

10.1.1 By direct upload to the e-tendering portal, YORtender via <https://uk.eu-supply.com/login.asp?B=YORTENDER>

10.1.2 A complete list of documents that must be submitted in response to this RFQ requirement is contained within the Part 2 - RFQ Submission below.

10.2 The RFQ Submission must be clear, concise and complete. The Authority reserves the right to mark a Supplier down or exclude them from the procurement if its RFQ Submission contains any ambiguities, caveats or lacks clarity. Suppliers should submit only such information as is necessary to respond effectively to this RFQ. RFQ Submissions will be evaluated on the basis of information submitted by the Deadline.

10.3 Each Supplier must submit one RFQ Submission. The RFQ Submission must meet the Authority's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the RFQ itself. That is, the RFQ Submission must be capable of being accepted by the Authority in its own right.

10.4 References

Suppliers are requested to supply **three** references via the Part 2 - RFQ Submission document which will be used to verify the Suppliers proposals put forward in the RFQ Submission and will not be scored. The Authority reserves the right to seek references from any of the Supplier's customers, including the Authority, whether or not the Supplier has listed such customers as referees.

10.5 The Supplier must upload a duly executed Form of RFQ (contained within the Part 2 - RFQ Submission).

## 11. Requests for Clarification

11.1 Any requests for clarification relating to this Procurement must be submitted via the Portal (YORtender at <https://uk.eu-supply.com/login.asp?B=YORTENDER>) utilising the Messaging functionality.

- 11.2 Clarification requests should be submitted no later than the appropriate stage deadline in the Procurement Timetable at 6.1 above. The Authority will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.
- 11.3 Where the Authority considers any requests for clarification to be relevant to the proper functioning of the RFQ process, it will transmit to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and the Authority's response.
- 11.4 It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.
- 11.5 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Supplier's RFQ Submission during any evaluation / assessment process where necessary for the purposes of carrying out a fair evaluation. Suppliers are asked to respond to such requests promptly.

## **12. The Assessment Process and Award Criteria**

Those submitting quotations are required to:

- (a) identify the proposed job evaluation methodology that they propose to deploy, being a methodology that is both accepted and in regular use within local government.
- (b) supply the Curriculum Vitae of the consultants that are proposed to undertake the work.
- (c) provide a method statement setting out how they proposed to undertake the required tasks and

Provide a schedule of prices based upon the following:

- Annual Licence costs for the utilisation of the proposed Job Evaluation Methodology, if any;
- Proposed fixed price for development of the non-discriminatory pay and grading structure within the proposed methodology;
- Day rate for advice upon the development of proposed Job Descriptions;
- Proposed rate for undertaking the evaluation of specimen Job Descriptions within the structure, expected to initially be up to 12 roles – a mix of strategic, operational and technical.

12.1 Suppliers are required to submit a RFQ Submission strictly in accordance with the requirements set out in this document in order to ensure the Authority has the correct information to make the evaluation. Evasive, unclear or hedged RFQ Submissions may be discounted in evaluation and may, at the Authority's discretion, be taken as a rejection by the Supplier of the terms set out in this RFQ Instructions.

12.2 All Suppliers are required to complete and return the RFQ Submission document in accordance with the Procurement Timetable and instructions within this document.

12.3 The RFQ Submission document contains a number of Pass / Fail questions / criteria. The Authority shall assess such criteria at award stage and reject any RFQ Submission which does not meet the relevant Pass criteria. The RFQ Submission document also contains a number of quality / technical questions and requires Suppliers to complete Pricing information. Any Contract(s) awarded as a result of this Procurement will be awarded on the basis of the RFQ Submission that is the most advantageous to the Authority when taking into account all Award Criteria.

The Award Criteria for this RFQ are:

- **50%** technical / quality.
- **50%** price / cost.

Scores are arrived at following the application of the Evaluation Criteria and are weighted as follows:

Evaluation Question	Weighting (%)	Weighting Formula	Means of evaluation	Means of moderation
<b>RFQ Submission - Part 1 – 2. Suitability Criteria</b>				
2.4	Not Applicable	Pass or Fail	RFQ Submission on YORtender Portal	Clarification Questions if required
<b>RFQ Submission – Part 2 – 1. Quality / Technical Assessment Questions (50%)</b>				
2.1	15%	Evaluated Score ÷ total marks available x weighting (e.g. 4 ÷ 5 x 10 = 8)	RFQ Submission on YORtender Portal or via email	Clarification Questions if required
2.2	35%	Evaluated Score ÷ total marks available x weighting (e.g. 4 ÷ 5 x 15 = 12)		

RFQ Submission – Part 3 - Price Schedule (50%)				
Q1 of Price Schedule	50%	Total cost - the lowest total tendered cost for each question will receive the full % allocated for price with other tendered prices allocated reduced percentage points on a pro rata basis.	RFQ Submission Price Schedule submission on YORtender Portal or via email	Clarification questions if required

The technical/ quality evaluation will be scored in accordance with the table at 12.4 below.

### Price Evaluation

RFQ Price will be submitted via the Part 2 - RFQ Submission below. Bid prices will be scored on a comparative basis with the lowest bid receiving 100% of the available marks (PERCENTAGE% following weighting). All other bids will be compared [against that lowest bid]

For example:

Assuming Price is weighted at 50%. Supplier A submits a price of £55,000 and Supplier B submits a price of = £60,000. Supplier A would be allocated 50% (being the least expensive i.e. 100% of the weighted score) and Supplier B would be allocated 46% ( $\frac{£55,000}{£60,000} \times 50\%$ ).

## 12.4 RFQ Submission Scoring Methodology

QUALITY ASSESSMENT SCALE		
Suppliers should be aware that when scoring, Evaluators will be considering the following: <ul style="list-style-type: none"> <li>How well does the Supplier's response meets the Authority's requirements?</li> <li>How well does the Supplier's response demonstrate a satisfactory understanding of requirements?</li> <li>Is the Supplier's response supported by a good standard of evidence?</li> </ul>		
Assessor Score	Description	Rating
5	Significant assurance supported by a robust, comprehensive RFQ Submission without any errors / omissions	Excellent
4	Demonstrates overall ability to deliver the requirements with no cause for concern	Good
3	Demonstrates ability to deliver in most aspects but doesn't quite meet the criteria for a 'good' score.	Satisfactory
2	Demonstrates ability to deliver but has a number of omissions which preclude a higher score	Fair

QUALITY ASSESSMENT SCALE		
Suppliers should be aware that when scoring, Evaluators will be considering the following: <ul style="list-style-type: none"> <li>• How well does the Supplier's response meets the Authority's requirements?</li> <li>• How well does the Supplier's response demonstrate a satisfactory understanding of requirements?</li> <li>• Is the Supplier's response supported by a good standard of evidence?</li> </ul>		
<b>Assessor Score</b>	<b>Description</b>	<b>Rating</b>
<b>1</b>	Fails to demonstrate overall ability to deliver the Services to an adequate level	<b>Poor</b>
<b>0</b>	Significant shortcomings which raise major concerns for the Authority	<b>Very poor</b>

- 12.5 Once the assessment has concluded, the Authority will notify all Suppliers that completed a RFQ Submission of the award decision. The Authority will also publish a Below Threshold Contract Details notice on the Central Digital Platform for RFQs with a value of £25,000 and over.
- 12.6 The RFQ process will end with the Authority entering into the Contract with the successful Supplier.



## **Appendix A – RFQ Terms and Conditions**

### **Procedural requirements**

1. This document together with all other associated documents provided to Suppliers in connection with this RFQ contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the RFQ at the Authority's sole discretion.

### **Transparency**

2. Suppliers should note that, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value and the identity of the successful Supplier. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers.
3. Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.

### **Modifying the RFQ**

4. Neither this document nor any information given as part of the RFQ shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.
5. The Authority reserves the right to cancel the RFQ at any point and/or to choose not to award any contract as a result of this Procurement.
6. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this RFQ. For the avoidance of doubt, the Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this RFQ.
7. The Authority reserves the right at any time:
  - 7.1 to issue amendments, modifications or additional information to any documentation which forms part of this RFQ, including the terms and conditions contained in this Appendix A
  - 7.2 to require a Supplier to clarify their RFQ Submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their RFQ Submission being rejected
  - 7.3 to alter the Procurement Timetable for this RFQ
  - 7.4 to rewind and re-run any part of the RFQ on the same or alternative basis

- 7.5 to amend the RFQ as described herein, including the number of Suppliers to be selected.

**Confidentiality and publicity**

8. Save to the extent made publicly available by the Authority, the information in this document (together with all attachments and any other information communicated to Suppliers during the RFQ) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a RFQ submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
9. Suppliers must not take part in any publicity activities with any part of the media about this RFQ without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

**Non-disclosure agreement**

10. Not used.

**Freedom of information and environmental information**

11. The Authority is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Authority may be disclosed in response to a request made pursuant to the FOIA or the EIR.
12. In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:
- 12.1 clearly identify which information is considered commercially sensitive and complete the document contained within the RFQ Submission document
  - 12.2 explain the potential implications of disclosure of such information
  - 12.3 provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive
13. The Authority will endeavour to:
- 13.1 hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive
  - 13.2 consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received
14. Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Authority

will be obliged to disclose that information in response to a request. Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

**Requirements on sub-contractors and consortium**

15. If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium. Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier's exclusion from the Procurement.

**Parent company guarantee or other securities**

16. The Authority reserves the right to require a parent company guarantee or alternative equivalent form of security should the Supplier be successful in this RFQ.

**Non-collusion, non-canvassing**

17. Any attempt by a Supplier or their advisers to influence the RFQ in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract.
18. Suppliers are required to complete and return Appendix 3 (Certificate of non-collusion and non-canvassing) within the Part 2 - RFQ Submission below noting that the Authority will be entitled to rely on the information provided in the certificate.

**Conflicts of interest**

19. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest exist between themselves and the Authority or its advisers. Suppliers must notify the Authority immediately of any actual, potential or perceived conflict of interest.
20. In the event of any actual, potential or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:
  - 20.1 exclude any Supplier that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
  - 20.2 request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Authority. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the RFQ process.

**Intellectual property**

21. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in this RFQ, in whatever format, belong to the Authority, its advisers or the relevant

owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this RFQ must be returned or destroyed on demand, without any copies being retained by Suppliers.

### **Contract**

22. A RFQ Submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision constitutes acceptance by the Authority. Any document submitted by a Supplier shall have contractual effect upon the notification of award and when it is contained within an executed written contract.
23. The Supplier's RFQ Submission must remain valid for acceptance for a period of **90 days** from the date of its submission or until any procurement challenge/s have been resolved.

### **Modifying your tender**

24. Suppliers may modify their RFQ Submission prior to the submission deadline. The Authority will not open submitted RFQs until after the submission deadline set out in the Procurement Timetable.

### **Supplier eligibility**

25. Suppliers are reminded that any eligibility requirements in this document and all other associated tender documents apply to the Procurement at all times.
26. The Authority must be notified promptly in writing via the Portal, of any changes in the information that the Supplier has provided in its response to this RFQ. For the avoidance of doubt, the Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement.

### **Supplier warranties**

27. In responding to this RFQ, the Supplier warrants, represents and undertakes to the Authority that:
  - 27.1 it understands and has complied with the conditions set out in this document
  - 27.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document
  - 27.3 it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the RFQ and has not submitted its response in reliance on any information, representation or assumption

which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority)

27.4 it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Authority

28. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

28.1 the Authority may exclude the Supplier from participating in this RFQ

28.2 the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages

28.3 if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Procurement Act 2023 and may be added to the debarment list

### **Third parties**

29. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

### **Applicable law**

30. The law of England is applicable to this Procurement.

31. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

### **Warnings and disclaimers**

32. While the information contained in this RFQ is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this Procurement (including its appendices and any other accompanying documentation) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Supplier. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

**Appendix B – The Authority's Detailed Requirement**

Please refer to paragraph 3 of these RFQ Instructions.

**Appendix C – Service Levels, Service Credits and KPIs**

**Not used**

**Appendix D – Draft Contract Terms and Conditions**

Dated \_\_\_\_\_

Agreement between

**HULL AND EAST YORKSHIRE COMBINED AUTHORITY**

and

**[NAME OF SUPPLIER]**

Contract for the

Pay and Grading Services





YORtender Ref:

IKEN Ref:

### **Form of Agreement**

**THIS AGREEMENT is dated:**

**The Supplier and the Authority hereby agree:**

*Article 1:*

that the Supplier will provide the Services to the Company in accordance with this Agreement which consists of:

- a. the Contract Information Contained at Schedule 1
- b. the Terms and Conditions at Schedule 2
- c. the Specification contained at Schedule 3
- d. the Charges contained at Schedule 4
- e. the Suppliers Submission contained at Schedule 5
- f. any other Schedule listed in the Contract Information

*Article 2:*

that if there is any ambiguity or inconsistency in or between the documents comprising this Agreement, the priority of the documents is in accordance with the following sequence:

- a. the Contract Information; (Schedule 1)
- b. the Specification; (Schedule 3)
- c. the Terms and Conditions (Schedule 2);
- d. the Charges (Schedule 4)

e. any other Schedule to this Agreement

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of  
**Hull and East Yorkshire  
Combined Authority**

.....  
Authorised Signatory

Signed for and on behalf of  
**[SUPPLIER]**

.....  
Director

**Schedule 1 - Contract Information**

<b><u>Parties:</u></b>	
<b>Authority:</b>	Hull and East Yorkshire Combined Authority
<b>Authority's address:</b>	The Guildhall Alfred Gelder Street Hull HU1 2AA
<b>Authority's Authorised Representative:</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
<b>Supplier:</b>	[FULL COMPANY NAME] (No. [NUMBER])
<b>Supplier's address:</b>	[ADDRESS]
<b>Supplier's Authorised Representative:</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
<b>Supplier's Key Personnel:</b>	Name : Title: [KEY PERSONNEL]
<b>Address for Notices:</b>	The Guildhall Alfred Gelder Street Hull

<p><b>For the Authority:</b></p> <p><b>For the Supplier:</b></p>	<p>HU1 2AA</p> <p><a href="mailto:Legalnotices@hullcc.gov.uk">Legalnotices@hullcc.gov.uk</a>; and [add any additional]</p> <p>[ADDRESS AND EMAIL]</p>
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<b><u>Contract Details</u></b>	
<b>Commencement Date:</b>	[DATE]
<b>End Date:</b>	[DATE] unless otherwise agreed in writing between the parties
<b>Extension Period:</b>	A period or periods of up to [XX] months/years
<b>Services:</b>	Pay and Grading Services as further detailed in the Specification
<b>Charges:</b>	[£Total Cost], as further detailed in Schedule 4
<b>Required Insurances:</b>	<p>Employer's liability insurance of at least £5 million</p> <p>Professional indemnity insurance of at least £1 million</p> <p>Public liability insurance of at least £1 Million</p>
<b>Additional Policies:</b>	The following Additional Policies shall apply:
<b>Schedules:</b>	<p>Schedule 1: Contract Information</p> <p>Schedule 2: Terms and Conditions</p> <p>Schedule 3: Specification</p> <p>Schedule 4: Charges</p> <p>Schedule 5: Suppliers Submission</p> <p>[Add any further Schedules]</p>

**Schedule 2**

**Terms and Conditions of Contract for Services**

Interpretation

1.1 In these terms and conditions:

"Additional Policies"	means the policies list in the Contract Information
"Authorised Representative"	means the persons so named in the Contract Information
"Authority"	means Kingston upon Hull City Council
"Background Intellectual Property Rights"	<p>means:</p> <p>(a) Intellectual Property Rights owned by each Party before the Start Date; and/or</p> <p>(b) Intellectual Property Rights created by each Party independently of this Agreement:</p>
"Charges"	means the charges for the Services as specified in Schedule 4;
"Commencement Date"	means the commencement date as stated in the Contract Information;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract Information"	means the Contract Information which has been signed by both Parties;
"End Date"	means the date for expiry of the Agreement as set out in the Contract Information;
"FOIA"	means the Freedom of Information Act 2000;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	<p>means:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being</p>

registered in any country or jurisdiction; and

(c) all other rights having equivalent or similar effect in any country or jurisdiction;

“Party”		means the Supplier or the Authority (as appropriate) and “Parties” shall mean both of them;
“Purchase Order Number”		means the Authority’s unique number relating to the supply of the Services;
“Regulated Activity”		in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
“Regulated Activity Provider”		shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.
“Request for Information”		has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Required Insurances”		means the Required Insurances as set out in the Contract Information
“Services”		means the services to be supplied by the Supplier to the Authority under the Agreement as set out at Schedule 3;
“Specification”		means the specification for the Services (including as to quantity, description and quality) as specified in Schedule 3;
“Staff”		means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”		means vetting procedures that accord with good industry practice or, where requested by the Authority, the Authority’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”		means the person named as Supplier in the Contract Information;
“Term”		means the period from the start date of the Agreement set out in the Contract Information to the Expiry Date as such period may be extended in accordance with clause 3.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”		means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”		means a day (other than a Saturday or Sunday) on which banks are

open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

## **2 Supply of Services**

2.1 In consideration of the Authority's agreement to pay the Charges, the Supplier shall supply the Services to the Authority for the Term subject to and in accordance with the terms and conditions of the Agreement.

2.2 In supplying the Services, the Supplier shall:

- 2.2.1 perform the Services with the reasonable level of care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- 2.2.2 co-operate with the Authority in all matters relating to the Services and comply with all the Authority's instructions;
- 2.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
- 2.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 2.2.5 comply with:
  - (a) all applicable laws, statutes, regulations and codes from time to time in force; and
  - (b) the Additional Policies.
- 2.2.6 ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract; and
- 2.2.7 provide all equipment, tools and vehicles and other items as are required to provide the Services.

2.2.8 ensure that the all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design; and

2.2.9 not act in a way which may reasonably be expected to bring the Authority into disrepute.

2.3 The Authority may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Authority and the Supplier.

### **3 Term**

3.1 The Agreement shall take effect on the date specified in Contract Information and shall expire on the End Date, unless it is otherwise extended in accordance with clause 3.2 or terminated in accordance with the terms and conditions of the Agreement.

3.2 If so stated in the Contract Information, the Authority may extend the Agreement by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

### **4 Charges, Payment and Recovery of Sums Due**

4.1 The Charges for the Services shall be as set out in the Contract Information and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

4.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Authority shall, following receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

4.3 The Supplier shall invoice the Authority in accordance with Schedule 4

4.4 In consideration of the supply of the Services by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Authority may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

4.5 If the Authority fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purposes of clause 4.4 after a reasonable time has passed.

4.6 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 17.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.



- 4.7 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.8 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.
- 4.9 Subject to clause 4.10 all payments are made gross and without deduction for tax or national insurance. The Supplier is responsible for all payments in respect of its liability for tax and national insurance and will at all times fully and effectually indemnify and keep indemnified the Authority in respect of all defaults, claims, losses or damages which may be made against the Authority in respect of any tax of whatever nature (including, but not exclusively, any PAYE or National Insurance contributions, penalties and costs) charged in respect of the Services provided by the Supplier.
- 4.10 If at any time the Authority determines or is so instructed by HMRC that any payment made under the Agreement falls to be treated as Employment Income within the meaning of the Income Tax (Earnings and Pensions) Act 2003, the Authority shall make any payments under this clause 5 net of Tax and National insurance and in accordance with the provisions of the Income Tax (Earnings and Pensions) Act 2003.
- 4.11 The Supplier shall, on request, provide any information required by the Authority for the purposes of determining any liabilities under clause 4.10 within such period as specified by the Authority and shall indemnify the Authority against all defaults, claims, losses or damages arising as a result of its failure to provide such information.

## **5 Premises and equipment**

- 5.1 If necessary, the Authority shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Authority's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 5.2 If the Supplier supplies all or any of the Services at or from the Authority's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Authority's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Authority's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Authority's premises or any objects contained on the Authority's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 5.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Authority may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant

Services are supplied at or from the relevant premises.

- 5.4 While on the Authority's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Authority's security requirements of which it is informed.
- 5.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all reasonable security requirements specified by the Authority in writing.
- 5.6 Without prejudice to clause 2.2.7, any equipment provided by the Authority for the purposes of the Agreement shall remain the property of the Authority and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Authority on expiry or termination of the Agreement.
- 5.7 The Supplier shall reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Authority shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Authority is notified otherwise in writing within 5 Working Days.

## **6 Staff and Authorised Representatives**

- 6.1 If the Authority reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
  - 6.1.1 refuse admission to the relevant person(s) to the Authority's premises;
  - 6.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 6.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 6.2 The Supplier shall:
  - 6.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 6.2.2 if requested, provide the Authority with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Authority's premises in connection with the Agreement; and
  - 6.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Authority.
- 6.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 6.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Authority (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and

skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **7 Assignment and sub-contracting**

- 7.1 The Supplier shall not without the written consent of the Authority assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Authority may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 7.2 Where the Authority has consented to the placing of sub-contracts, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.
- 7.3 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.
- 7.4 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
  - 7.4.1 provisions having the same effects as clauses 4.3 to 4.7 of this Agreement; and
  - 7.4.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 4.3 to 7.4 of this Agreement.
  - 7.4.3 In this clause 7.4, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

## **8 Intellectual Property Rights**

- 8.1 Each Party shall retain ownership of all Background Intellectual Property Rights.
- 8.2 The Supplier hereby grants a non-exclusive, royalty free, irrevocable Licence for the duration of this Agreement to use Background Intellectual Property Rights in so far as they are required for the purpose of enabling the Supplier to perform its obligations under this Agreement.
- 8.3 All Intellectual Property Rights in any materials provided by the Authority to the Supplier for the purposes of this Agreement shall remain the property of the Authority but the Authority hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling Services.
- 8.4 All Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the

Services shall vest in the Authority. If, and to the extent, that any intellectual property rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns to the Authority by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

- 8.5 The Authority hereby grants the Supplier a royalty-free, non-exclusive licence for the duration of this Agreement to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services;
- 8.6 The Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **9 Governance and Records**

- 9.1 The Supplier shall:
  - 9.1.1 attend progress meetings with the Authority at the frequency and times specified by the Authority and shall ensure that its representatives are suitably qualified to attend such meetings; and
  - 9.1.2 submit progress reports to the Authority at the times and in the format specified by the Authority.
- 9.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Authority. The Supplier shall on request afford the Authority or the Authority's representatives such access to those records as may be reasonably requested by the Authority in connection with the Agreement.

## **10 Confidentiality, Transparency and Publicity**

- 10.1 Subject to clause 10.2, each Party shall:
  - 10.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
  - 10.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 10.2 Notwithstanding clause 10.1, a Party may disclose Confidential Information which it receives from the other Party:
  - 10.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
  - 10.2.2 to its auditors or for the purposes of regulatory requirements;
  - 10.2.3 on a confidential basis, to its professional advisers;

10.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

10.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 10.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

10.2.6 where the receiving Party is the Authority:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any successor body to the Authority or any company to which the Authority transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 11.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this clause 11.

10.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Authority to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

10.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Authority.

## **11 Freedom of Information**

11.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

11.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information

Regulations 2004;

- 11.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt.
  - 11.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
  - 11.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 11.2 The Supplier acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 11.3 Notwithstanding any other provision in the Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## **12 Protection of Personal Data and Security of Data**

- 12.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, and the privacy of electronic communications, including, without limitation, (i) the Data Protection Act 2018 or any successor legislation, and, for so long as and to the extent that the law of the European Union has legal effect in the UK), (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy
- 12.2 When handling Authority data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Authority as notified to the Supplier from time to time.
- 12.3 The Supplier shall complete a data protection questionnaire provided from time to time by the Authority.

## **13 Safeguarding children and vulnerable adults**

- 13.1 The parties acknowledge that, in so far as any of the Services comprise a Regulated Activity, the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 13.2 The Supplier shall:



- 13.2.1 ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service ('**DBS**'); and
  - 13.2.2 monitor the level and validity of the checks under this clause 13.2 for each member of staff;
  - 13.2.3 not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 13.3 The Supplier warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 13.4 The Supplier shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 13 have been met.
- 13.5 The Supplier shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users or children or vulnerable adults.

## **14 Liability**

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Authority if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges payable to the Supplier; and
  - 14.2.2 except in the case of claims arising under clauses 8.6, 4.9, 4.11 and 20.3, in no event shall the Supplier be liable to the Authority for any:
    - (a) loss of profits.
    - (b) loss of business.
    - (c) loss of revenue;
    - (d) loss of or damage to goodwill.
    - (e) loss of savings (whether anticipated or otherwise); and/or
    - (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 8.6, 4.9, 4.11 and 20.3 shall be unlimited.

## **15 Insurance**

15.1 The Supplier shall effect and maintain the Required Insurances with a reputable insurance company

15.2 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies

15.3 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the agreement the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier

15.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in clause 14

15.5 The Supplier shall hold and maintain professional indemnity insurance cover when providing professional services and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Supplier shall ensure professional indemnity insurance held by the Supplier and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £1,000,000 for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.

## **16 Force Majeure**

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Supplier. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **17 Termination**

17.1 The Authority may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date



of service of the relevant notice.

17.2 Without prejudice to any other right or remedy it might have, the Authority may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

- 17.2.1 (without prejudice to clause 17.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 17.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 17.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 17.2.4 undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;
- 17.2.5 breaches any of the provisions of clauses 6.2, 10, 11, 12 and 19;
- 17.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 17.2.6) in consequence of debt in any jurisdiction;
- 17.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law; or
- 17.2.8 if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

17.3 The Supplier shall notify the Authority as soon as practicable of any change of control as referred to in clause 17.2.4 or any potential such change of control.

17.4 The Supplier may terminate the Agreement by written notice to the Authority if the Authority has not paid any undisputed amounts within 90 days of them falling due.

17.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2.2, 5.1, 5.2, 5.6, 5.7, 6, 8, 9.2, 10, 11, 12, 14, 17.6, 18, 19.4, 20.3, 21 and 22.6 or any other provision of the Agreement that either expressly or by implication has effect after termination.

17.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 17.6.1 give all reasonable assistance to the Authority and any incoming supplier of the Services; and
- 17.6.2 return all requested documents, information and data to the Authority as soon as reasonably practicable.

## **18 Local Government Ombudsman**

18.1 The Supplier acknowledges that the Commissioner for Local Administration (the

Local Government Ombudsman) may investigate the performance of the Agreement by the Service Provider and any act or omission in connection with the Agreement by the Supplier and or its Staff

- 18.2 The Supplier shall in normal office hours and on reasonable notice allow access to the Local Government Ombudsman or to any investigating Officer appointed by the Local Government Ombudsman, in connection with any complaint to the Local Government Ombudsman relating to the Agreement. This shall extend to the Supplier's premises; and to all documentation and information relating to the Agreement, to which the Supplier has access; and to the Supplier's staff
- 18.3 The Supplier shall promptly make any payments resulting from any investigation, formal report or any local settlement suggested by the Local Government Ombudsman, to any complainant or to the Authority, as the Authority may direct where it has been found to be responsible for any failure to comply with this Agreement

## **19 Compliance**

- 19.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Authority shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Authority's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 19.2 The Supplier shall:
- 19.2.1 comply with all the Authority's health and safety measures while on the Authority's premises; and
  - 19.2.2 notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 19.3 The Supplier shall:
- 19.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Authority's equality and diversity policy as provided to the Supplier from time to time; and
  - 19.3.2 take all reasonable steps to secure the observance of clause 19.3.1 by all Staff.
- 19.4 The Supplier shall supply the Services in accordance with the Authority's environmental policy as provided to the Supplier from time to time.
- 19.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 19.5.1 the Official Secrets Acts 1911 to 1989; and
  - 19.5.2 section 182 of the Finance Act 1989; and
  - 19.5.3 Employment Relations Act 1999 (Blacklists) Regulations 2010

## **20 Prevention of Fraud and Corruption**

- 20.1 The Supplier shall not offer, give, or agree to give anything, to any person an

inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

- 20.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 20.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Authority) the Authority may:
- 20.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement; or
  - 20.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

## 21 Dispute Resolution

- 21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 21.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 22 General

- 22.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 22.2 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 22.3 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly

incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 22.4 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 22.5 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 22.6 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 22.7 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **23 Notices**

- 23.1 Any notice to be given under the Agreement shall addressed to the Authorised Representative and shall be in writing and may be served by;
  - 23.1.1 personal delivery;
  - 23.1.2 first class recorded delivery; or,
  - 23.1.3 subject to clause 23.2.3, e-mail

to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 23.2 Any notice or communication shall be deemed to have been received:
  - 23.2.1 if delivered by hand, on signature of a delivery receipt;
  - 23.2.2 if sent first class recorded delivery, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service whichever is the earliest; or
  - 23.2.3 if sent by e-mail before 4.00pm on a Working Day immediately otherwise at 9.00am the next working day.
- 23.3 Where any notice is sent by email, an original copy must be sent to the Authorised Representative by post or recorded delivery in the manner set out in clause 23.1 within 24 hours of the original e-mail.

## **24 Rights of Third Parties**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement

## **25 Governing Law and Jurisdiction**

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

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**Schedule 3**

**Specification**

**[See Paragraph 3]**

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**Schedule 4**

**Charges and Payment**

Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

[Insert Payment Schedule Submitted by the Supplier]



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**Schedule 5**  
**Suppliers Submission**

## Appendix E – Social Value Specification

Not used

**PART 2 - RFQ SUBMISSION DOCUMENT****SECTION 1 – ORGANISATION DETAILS and SUITABILITY (including Pass/Fail) CRITERIA****1. ORGANISATION DETAILS**

Please complete the following table:

Question Number	Question	Response
1.1(a)	Name (if registered, please give the registered name)	
1.1(b)	Registered office address (if applicable) or head office address	
1.1(c)	Trading status a) public limited company b) private limited company c) limited liability partnership d) other partnership e) sole trader f) third sector other (please specify your trading status)	
1.1(d)	g) Date of registration (if applicable) or date of formation.	
1.1(e)	Registration number (company, partnership, charity, etc if applicable).	
1.1(f)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE). b) Sheltered Workshop. c) Public service mutual.	
1.1(g)	Are you a Small, Medium or Micro Enterprise (SME) <sup>1</sup> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.2	Please indicate if you are bidding as a single supplier or as part of a group or consortium?	

<sup>1</sup>See definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

	<p>If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract, or you are a subcontractor), please tell us:</p> <p>a) The name of the group/consortium.</p> <p>b) The proposed structure of the group/consortium, including the legal structure where applicable.</p> <p>c) The name of the lead member in the group/consortium.</p> <p>d) Your role in the group/consortium (e.g. lead member, consortium member, subcontractor).</p> <p>If you are the lead member in the group/consortium, whether you are relying on other consortium members to meet the selection criteria (i.e. are you relying on other consortium members for economic and technical standing and/or technical and professional ability?) and, if so, which criteria you are relying on them for.</p>	
1.3	<p>Where applicable, please tell us which lot(s) you wish to bid for?</p> <p><i>Insert details</i></p>	

The Authority strongly recommends that suppliers who submit a RFQ Submission are:

- Registered on the Central Digital Platform (CDP) – Find A Tender Service (FTS); **and / or**
- **(works contracts only)** are Certified against the Common Assessment Standard by a Recognised Assessment Body. The [Common Assessment Standard produced by Build UK](#) offers additional information on what it is and how to use it.

If you are registered on the CDP / FTS please provide your Public Procurement Organisation Number (PPON) in the box below:

PPON Number : \_\_\_\_\_

**Please also attach a PDF download of your information that is held on the CDP / FTS.**

**and/ or, for works contracts only** – please provide details of how the Authority can access your Common Assessment Standard information in the box below:

## 2. SUITABILITY CRITERIA

Section 85 of the Procurement Act 2023 provides that contracting authorities carrying out a procurement for a regulated below-threshold contract cannot restrict the submission of tenders by reference to suppliers' suitability to perform the contract. This means that there cannot be a separate suitability stage before the submission of tenders as a way of reducing the number of suppliers who are invited to tender. However, this does not prevent a contracting authority asking for this information in a bid and assessing suitability at the award stage.

For the purposes of this RFQ, the Authority will assess supplier suitability at award stage.

Question Number	Question
2.1	<p>Financial Capacity</p> <p>To be considered for this contract your minimum yearly turnover must be no less than £150,000.</p> <p><i>Where we have specified a minimum level of economic and financial standing and / or a minimum financial threshold insert 'Yes' or 'No' that you meet the requirements set out. The Authority reserve the right exclude any supplier who is not able to meet the minimum yearly turnover.</i></p>
Response:	

2.2	<p>Financial Capacity - Insurance</p> <p>Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:</p> <ul style="list-style-type: none"> <li>a. Employer's (Compulsory) Liability Insurance* = £5 million</li> <li>b. Public Liability Insurance = £1 million</li> <li>c. Professional Indemnity Insurance = £1 million</li> </ul> <p><i>Insert Yes or No.</i></p> <p><i>Insert details of your insurances already in place. Insert details of your insurances which would be obtained following contract award (including information on how you will obtain this insurance – e.g. a quote)</i></p>
Response:	

b.

c.

d.

2.3	<p><b>Technical Ability – Relevant Experience and Contract examples</b></p> <p>Please provide details of up to three contracts relating to your technical ability set out in the relevant RFQ documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).</p> <p>Where this procurement is for goods or services, the examples must be from the past three years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.</p> <p>For consortium bids, you should provide relevant examples relating to any member of the consortium.</p> <p>If you cannot provide at least one example of previous contracts that are relevant to the RFQ requirement, in no more than 500 words please provide an explanation for this and how you meet the requirements relating to technical ability – e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p> <p><i>Insert information below.</i></p>
-----	--

Response:

	Contract 1	Contract 2	Contract 3
Name of customer organisation who signed the contract			
Name of supplier who signed the contract			
Point of contact in the customer's organisation			
Position in the customer's			

organisation			
Email address			
Description of contract			
Contract start date			
Contract completion date			
Estimated contract value			

2.4	The proposed Job Evaluation Methodology that you propose to utilise and supporting evidence that this is a system that is accepted and in use by Local Government organisations for the purpose of Job Evaluation.
Response:	

## **SECTION 2 – QUALITY / TECHNICAL SPECIFICATION ASSESSMENT QUESTIONS**

### **1. QUALITY / TECHNICAL ASSESSMENTS**

Consider your specification and evaluation criteria and develop some quality / technical related questions that will be used to assess the RFQ Submission.

2.1	Please provide the brief Curriculum Vitae of the consultants that you propose to utilise for this commission, if appointed.  Max Word Count = 1000 words	Weighting 15%
Response:		

2.2	Please provide a method statement setting out how you will fulfil the requirements of this commission, focussing in particular upon the approach that you would follow to develop a non-discriminatory pay and grading structure for the Mayoral Combined Authority. Max Word Count = 2000 words	Weighting 35 %
Response:		

### **SECTION 3 - PRICE SCHEDULE**

Suppliers are required to fully complete and return the following Pricing Schedule.

	Element	Rate	Multiplier	Price
1	Annual charge for utilisation of the proposed Job Evaluation Methodology	Annual Licence price	1	£
2	Fixed price for development of the Pay and Grading Structure	Fixed price	1	£
3	Rate for advice upon Job Description development	Day Rate	5	£
4	Unit charge per Job Description for evaluation	Rate/Job Description	12	£
	Total			£



**Declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this complete document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates and/or documentary evidence referred to in this document.

I understand that the information will be used in the RFQ evaluation and assessment process.

I understand that the Authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false / misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

**Signature (electronic is acceptable):**

**Date:**

Contact details of those making the declaration	
Contact name	
Name of organisation	
Role in organisation	
Phone number	
E-mail address	
Postal address	

Please provide the name and email address of two company directors/trustees (or one director and the company secretary) who are registered with Companies House (or the Charity Commission) and are authorised to sign the final contract. In the case of a single-director company, please state the name and email address for that Director.

If you are not an incorporated body, please provide details for the person who is authorised to sign the final contract.

Name	Email

**PART 2 - APPENDIX 1 - COMMERCIALLY SENSITIVE INFORMATION**

This appendix should be read in conjunction with the relevant paragraphs relating to freedom of information (FOIA) and environmental information (EIR) in the RFQ Instructions.

I declare that I wish the following information to be designated as commercially sensitive:

--

The reason(s) it is considered that this information should be exempt under FOIA and EIR is:

--

The period of time for which it is considered this information should be exempt is:

--

Supplier to amend as appropriate [until award of contract OR during the period of the contract OR for a period of [number] years until [month], [year]].

--

**Signature**

**Name (print)**

**Position**

**Supplier name**

**Date**


**PART 2 - APPENDIX 2 – FORM OF RFQ**

Dear Sir or Madam

**Form of RFQ**

I/We, the undersigned, have completed the RFQ Submission and offer to provide the Contract as listed below, which is more particularly referred to in the RFQ Instructions documents supplied to me/us for the purpose of submitting a RFQ for the provision of the Contract and on the terms of the draft Contract.

Included within this document are the following:

**Checklist for Suppliers**

List all documents to be submitted.

Document number	Document name	Included (Y/N)
1	Part 2 - RFQ Submission Sections 1 to 3	
2	Part 2 RFQ Submission Part 2 – Appendix 1 – Commercially Sensitive Information	
3	Part 2 RFQ Submission Part 2 – Appendix 2 (this) Form of RFQ	
4	Part 2 RFQ Submission Part 2 – Appendix 3 - Certificate of non-collusion and non-canvassing	
5	PDF Download of supplier data from CDP / FTS	

**Note:** If Suppliers do not provide all of the items in the checklist, this may result in the RFQ Submission being treated as non-compliant and therefore rejected.

I/We confirm that I/we can supply the contract as specified in our response and in accordance with the financial model response submitted.

I/We confirm that we accept the terms of the draft Contract as issued within the RFQ Instructions.

I/We understand that the Authority reserves the right to accept or refuse this RFQ Submission.

I/We confirm that all information supplied to the Authority and forming part of this RFQ Submission is true and accurate.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify the Authority immediately and update such information should this be required.

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I/We confirm that this RFQ Submission will remain valid for **90 days** from the date of this form of RFQ or until any procurement challenge/s have been resolved.

I/We confirm that I/we are authorised to commit the Supplier to the contractual obligations contained in the RFQ Instructions and the draft Contract.

I/We understand that non-compliance with the RFQ Instructions requirements or with any other instructions given by the Authority may lead to me/us being excluded by the Authority from (further) participation in this RFQ process.

**Signature**

**Name (print)**

**Position**

**Supplier name**

**Date**

## **PART 2 - APPENDIX 3 – CERTIFICATE of NON-COLLUSION and NON-CANVASSING**

### **Statement of non-canvassing**

I/we hereby certify that I/we have not canvassed any minister, official, representative or adviser of the Authority in connection with this RFQ and the proposed award of the contract by the Authority, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that the Authority may, in consideration of our RFQ Submission, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any minister, official, representative or adviser of the Authority in connection with the RFQ and/or award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

### **Statement of non-collusion**

The Authority must receive bona fide competitive RFQ Submissions from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person.

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our RFQ Submission being successful, during the term of the contract, any of the following acts:

1. communicate to any person, other than the Authority, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation
2. enter into any agreement or agreements with any other person that they shall refrain from participating in the RFQ process carried out by the Authority or as to the amount of any offer submitted by them during the course of this process
3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the contract
4. commit any offence under the Bribery Act 2010
5. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other RFQ Submission or proposed RFQ Submission for the performance of the contract

In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that the Authority may, in its consideration of the RFQ Submission and in any subsequent actions, rely on the statements made in this Certificate.

**Signature**

**Name (print)**

**Position**

**Supplier name**

**Date**


**PART 2 - APPENDIX 4 – NON-DISCLOSURE AGREEMENT**

Not used.