

4.7 - Contract Standing Orders

Definitions and Principles

1. Introduction

- 1.1 In the Contracts Standing Orders these definitions shall apply:
 - 1.1.1 “Budget Holder” and “Budget Controller” have the meanings set out in the Financial Regulations of Hull and East Yorkshire Combined Authority.
 - 1.1.2 “Combined Authority” means Hull and East Yorkshire Combined Authority.
 - 1.1.3 “Chief Finance Officer” means the S. 73 Officer for the time being of the Combined Authority
 - 1.1.4 “Director” means any Director of the Combined Authority and includes the Chief Executive and Monitoring Officer.
- 1.2 The principles of Contracts Standing Orders are:
 - 1.2.1 To guide and protect the Combined Authority, its Directors and other officers involved in the procurement and award of contracts;
 - 1.2.2 To demonstrate that the Combined Authority is obtaining value for money in the award of contracts and best value under S. 3 Local Government Act 1999;
 - 1.2.3 To provide the means of securing competition in the advertising of tenders and award of contracts;
 - 1.2.4 To ensure equality and transparency and prevent allegations of corruption in the award of contracts; and
 - 1.2.5 To ensure compliance with legislation and regulations and the adoption of best practice.
- 1.3 These Contracts Standing Orders govern the Combined Authority’s rules and procedures for the advertisement, evaluation and award of contracts. These Standing Orders exclude grants and funding agreements.

2. Compliance with Standing Orders and Legislation

- 2.1 Every contract made by or on behalf of the Combined Authority and all procedures relating to them shall comply with these Contracts Standing Orders and the Financial Regulations. The only permissible exceptions are:
 - 2.1.1 Contracts procured through either constituent Council which have been novated or otherwise transferred to the Combined Authority.
 - 2.1.2 Exceptions in accordance with Standing Order 14.

- 2.2 Any subsidiary company of the Combined Authority shall be required to adopt the provisions of these Contracts Standing Orders insofar as they are not inconsistent with, or in conflict with, any provisions of the Companies Act and regulations made under that Act or the Articles of Association of that Company.
- 2.3 No contract for goods, services or works shall be granted to any:
- 2.3.1 current employee
 - 2.3.2 close relative of any current employee
 - 2.3.3 ex-employee of the Combined Authority within two years of leaving without the written approval of the Monitoring Officer.
- 2.4 All relationships of a business or private nature with external contractors, or potential contractors, must be made known to the Monitoring Officer in accordance with the Officers' Code of Conduct. Contracts must be awarded on merit, by fair competition against other tenders with pre-set evaluation criteria and no special favour shall be shown to any businesses or bidding organisations.
- 2.5 Officers who engage or supervise contracts must declare any interest or relationship in accordance with the procedures set out under the Officers' Code of Conduct and the Declaration of Interest process.
- 2.6 All officers must take all necessary precautions to safeguard the Combined Authority, its staff and themselves against allegations that any person, business or organisation has been unduly favoured.
- 2.7 It shall be a guiding principle, when any officer is making a determination under this part of Standing Orders, that in making such determination they have regard to the need to demonstrate that the Combined Authority will obtain value for money and that reasonable steps are taken to ensure that no supplier or potential supplier is treated unfairly in the selection process and that a written record of each determination and the reasons for making it is kept on a file maintained by an officer for that purpose or on any purchase ordering system in use for that purpose by the Combined Authority.

UK Legislation

- 2.8 These Contracts Standing Orders shall be subject to any procedures that may apply pursuant to the Procurement Act 2023 and by reason of the United Kingdom's membership of the World Trade Organisation and if any conflict with Contracts Standing Orders arises, the Procurement Act 2023 shall prevail.
- 2.9 A contract, or series of contracts, the aggregate amount or value of which (including VAT) exceeds the financial thresholds set by the Public Procurement (Agreement on Government Procurement) (Thresholds) (Amendment) Regulations 2023 ("the Regulations"), shall be let only in accordance with the requirements of the Procurement Act 2023. The Monitoring Officer shall notify all Budget Holders and Budget Controllers of any changes in the financial thresholds.
- 2.10 Contracts, tenders or quotes must never be artificially divided to bring them below the relevant threshold.

- 2.11 As part of the business planning process Budget Holders will with the Chief Executive and Monitoring Officer identify potential new contracts to be let in the following financial year to enable consideration to be given to the need to publish a Pipeline Notice or Planned Procurement Notice on the Central Digital Platform.

Frameworks

- 2.12 National and Regional Framework Contracts (Frameworks) should be considered before undertaking any tender process. Only where a suitable Framework offering value for money cannot be identified should a full tender process be undertaken. Where a Framework offers direct award further competition advice must be taken from the Monitoring Officer prior to the procurement option being selected.

British Standards

- 2.13 Where an appropriate British, EU or International Standard specification or code of practice issued by any such Standards Institution is current at the date of the tender then, unless there is in the opinion of the Budget Controller concerned good and sufficient reason to the contrary, every written contract shall require that, as the case may be, all goods and materials used or supplied and all workmanship shall be in accordance with that standard **provided that** in all cases due consideration will be given to a tender which demonstrates equivalent functionality or performance even though it does not conform to the standard stipulated.

Data protection

- 2.14 Where a contract involves data processing by the contractor on behalf of the Combined Authority, then sufficient due diligence shall be undertaken to ensure that the Combined Authority only uses contractors who provide guarantees to implement appropriate technical and organisational measures in such a manner so as to meet the requirements of the General Data Protection Regulation and protect the rights of individuals.

Works Goods and Services

3. Tendering - Financial Categories

- 3.1 This section applies to **all** contracts except contracts for the acquisition or disposal of interests in land.
- 3.2 For the purpose of determining the tendering procedure, the following financial categories shall apply to all contracts for the execution of works, the supply of goods or the supply of services (whether by or to the Combined Authority) unless a Framework or Central Purchasing Body is being utilised:

Category A	Up to and including £30,000 including VAT
Category B	Over £30,000 up to and including £139,000 including VAT
Category C	Over £139,000 up to and including £1,000,000 including VAT
Category D	Over £1,000,000 including VAT

- 3.3 Categorisation is to be determined on the basis of a proper and reasonable estimated value of the contract and contracts including VAT and must not be

artificially divided or otherwise disaggregated to bring them into a lower value category.

4. Category A Procedures

- 4.1 No minimum number of quotations or tenders is required for this category, although best practice is to obtain more than one quote or as a minimum in order to benchmark the cost. The relevant Budget Holder must be satisfied that they are obtaining value for money and keep a written record of this.

5. Category B Procedures

- 5.1. The Budget Holder must invite at least three written quotations for contracts within this category. Quotations must be submitted via the electronic tender management system unless price lists are held in the purchase ordering system. All procurements above £12,000 must be advertised in the Contracts Finder service.

6. Category C Procedures

- 6.1. The Budget Holder must invite at least three tenders for contracts within this category using the electronic tender management system. Contracts for goods and services within Category C that exceed the Procurement Act thresholds must follow the statutory procedure. All procurements above £139, 000 must be advertised in the Contracts Finder and Find A Tender services.

7. Category D Procedures

- 7.1. The officer responsible must advertise via Contracts Finder and Find a Tender, tenders for all contracts within this category using the electronic tender management system. Engagement with the market, supervised by the Budget Holder, must be undertaken before the tender is issued.
- 7.2 Publication of Category D tenders shall be carried out strictly in accordance with applicable statutory requirements or terms of the Framework being utilised and any Contract Award Notices shall be submitted in accordance with the relevant legislation.

8. Category D Supplementary

- 8.1 A detailed procurement strategy document for each procurement in this Category must be produced and signed off by Budget Holders and the Monitoring Officer. Opportunities will automatically be advertised via Contracts Finder and FTS in this category.
- 8.2 Sufficient time must be allocated to ensure correct processes are followed for Category D procurements

9. Issuing Orders and Contracts

- 9.1. Any orders can only be placed and confirmed by an official Purchase Order on the purchase ordering system. Funds must never be committed verbally, or in writing, without a Purchase Order being issued.
- 9.2. A contract should be created for Category C and Category D in all circumstances. Contracts for other Categories should also be considered if terms and conditions above the standard purchase order terms are required. Advice should be sought from the Monitoring Officer.

10. Waiving Contracts Standing Orders

- 10.1. Contracts Standing Orders should only be waived in exceptional circumstances and only when the conditions set out in the Procurement Act apply. These are:
- 10.1.1 Competition is absent for technical reasons.
- 10.1.2 The protection of exclusive rights applies, including intellectual property rights
- 10.1.3 Extreme urgency brought about by unforeseen events: insufficient time and lack of planning are not deemed to be valid reasons.
- 10.1.4 The contract has been classified as secret by the Chief Executive or by the S73 Officer making the use of a particular contractor essential or by limiting competition to a select list of contractors; use of this criterion will be exceptional.
- 10.2. The Monitoring Officer must be consulted on all waiver requests.
- 10.3. A waiver may only be approved where the criteria in 10.1 can be met and value for money can be demonstrated.
- 10.4. Any waiver must be approved as follows before a Purchase Order is raised:
- Category B: Director
 - Category C: Chief Executive or Director
 - Category D: Chief Executive or Director

11. Tender Criteria and Weighting

- 11.1. In all cases where tenders are invited, the relevant selection and evaluation criteria and weightings shall be agreed between the Budget Holder and the monitoring Officer, and in all cases be clear in the Invitation to Tender.
- 11.2. Social value criteria with a weighting of at least 10% must be included in all Category C and Category D tenders. For each Category C and D contract, the criteria for selection of the successful tenderers shall be only those permitted by the relevant UK legislation, but subject to that, shall be such criteria as may have been specified in the tender documents (eg price, quality, technical merit, social value, aesthetic and functional characteristics, technical assistance, after-sales service delivery date, delivery period and completion date).

- 11.3 Tender evaluation criteria shall be set so that the criteria may be scored on a numerical basis with the intention that the highest score taking all criteria into account will be awarded the tender. Contracts should be awarded on the basis of the most advantageous tender (MAT), taking account of price, quality and social value scoring criteria. Price should not be omitted from the evaluation without the prior approval of the Monitoring Officer and S. 73 Officer.

12. Nominated Sub-Contractors and Suppliers

- 12.1 This Standing Order shall have effect where a sub-contractor or supplier is to be nominated to a main contractor.
- 12.2 The requirements of Contracts Standing Orders Section II shall apply to the procurement of sub-contractors and suppliers who are to be nominated to a main contractor by the Combined Authority.
- 12.3 The terms of any invitation to a sub-contractor or supplier to submit a tender or quotation shall require an undertaking by them that if they are selected they will be willing to enter into a contract with the main contractor on terms which indemnify the main contractor against the sub-contractor's or supplier's obligations under the main contract in relation to the work or goods included in the sub-contract unless provision is made to the contrary under the conditions of contract.

13. Duties of Agents

- 13.1 It shall be a condition of the engagement by the Combined Authority of any person (not being an officer of the Combined Authority) to supervise a contract that, in relation to such contract, they shall comply with the requirements of these Standing Orders and Financial Regulations as if they were an officer of the Combined Authority, and also with all other requirements of the officer concerned.

14. Exceptions

- 14.1 This Section II of Contracts Standing Orders shall not apply to:
- 14.1.1 The execution of works or the purchase of goods or materials necessary for urgent maintenance repairs to land, buildings, vehicles or plant to prevent danger to authorised users or the general public or to prevent rapid and progressive deterioration, or to maintain essential or statutory services.
- 14.1.2 Where spend is dictated by the terms of a preceding contract or agreement.
- 14.2 Expenditure incurred shall be recorded and reported in accordance with the requirements for contracts of the relevant Category with Purchase Orders being raised as required.

15. Tendering Procedure

- 15.1 All tendering must be carried out via a secure electronic tender management system operated and managed by the Head of Commercial.

- 15.2 All invitations to tender must contain precise details as to:
- 15.2.1 the information required from the tenderers;
 - 15.2.2 the evaluation criteria and weightings;
 - 15.2.3 a closing date and time;
 - 15.2.4 a statement that a tender that does not contain all the information required **may** not be considered valid;
 - 15.2.5 a statement that a tender which is submitted late **will** not be considered; and
 - 15.2.6 a statement that there is no obligation to accept the lowest price or any tender.
- 15.3 Any tender which is submitted late or submitted outside the electronic tender management system will only be accepted in exceptional circumstances with the approval in writing of the Monitoring Officer.

16. Acceptance of Tenders and Quotations

- 16.1 The Monitoring Officer or a named officer authorised by them must be consulted on any request to approve a contract award in Category C or D.
- 16.2 Any acceptance must be approved as follows, unless the officer named considers that any decision should be escalated to a higher level:
- Category A: Budget Holder or Budget Controller
 - Category B: Budget Controller
 - Category C: Chief Executive or Director
 - Category D: Chief Executive or Director
- 16.3 Contracts shall be awarded to the party that achieves the highest scoring tender.
- 16.4 Where the amount of a tender or a quotation exceeds the expected Category the approvals for the higher Category shall apply. Consideration must be given to the need to readvertise and advice should be sought from the Monitoring Officer.
- 16.5 The acceptance or rejection of a tender by or on behalf of the Combined Authority shall be notified in writing to the organisation submitting the tender by the Budget Holder.

17. NOT USED

18. Equality of Quotations

- 18.1 In any Category A or B contract where there are two or more equal quotations all bidders shall be sent written or electronic invitations in identical terms to submit a revised quotation which will be considered in accordance with these Contracts Standing Orders and Financial Regulations. Should a further tie occur the award of the contract will be determined by the drawing of lots.

19. Records and Notifications

- 19.1 The requirements for keeping records of the details of all quotations, tenders, bids and awards under all categories of contract and the notification of any such information to officers shall be in accordance with the policy approved by the Combined Authority, the Chief Finance Officer and the Monitoring Officer from time to time.
- 19.2 This policy shall be implemented by the Budget Controllers and Budget Holders as appropriate.

20. Compliance

- 20.1 Compliance with these Contracts Standing Orders is a mandatory requirement. Any noncompliance identified will be reported to the Chief Executive and to the Monitoring Officer. Non-compliance may be treated as a disciplinary matter.

Local Bus Services, Education Transport Bus and Tax Services**21. Contracts for Local Bus Services, Education Transport Bus and Taxi Services**

- 21.1 It shall be the responsibility of the officer designated by the Combined Authority as responsible for passenger transport services to identify all local public, social services and education transport requirements in accordance with the policies formulated by the Combined Authority pursuant to its statutory powers and duties.
- 21.2 All procurement of services in accordance with the Combined Authority's said policies shall be in accordance with the procedures set out in the Combined Authority's local and education transport services policy from time to time in force. Copies of these policies of the Combined Authority shall be maintained for public inspection.
- 21.3 All procurement of subsidised services and invitations to tender shall be pursuant to sections 88-91 of the Transport Act 1985 and all associated Regulations.
- 21.4 Invitations to quote or tender shall be issued by the officer referred to in 21.1 and sent to any persons that have indicated in writing or electronically that they wish to receive such invitations to quote or tender.
- 21.5 Invitations to quote or tender shall contain the following documents, information and requirements in every case:
- 21.5.1 the identity of the party requesting the invitation;
 - 21.5.2 the Combined Authority's Instructions to bidders including a closing date and time;
 - 21.5.3 the Service Specification setting out the full details of the services being quoted or tendered for;
 - 21.5.4 the Combined Authority's General Conditions of Contract for the relevant service, together with any schedules of special requirements;

- 21.5.5 the Combined Authority's Form of Quotation or Tender and Form of Agreement;
- 21.5.6 clear and unambiguous scoring criteria and weightings;
- 21.5.7 a statement that the Combined Authority is not obliged to accept the cheapest or any quotation or tender;
- 21.5.8 a statement that, provided it is accompanied by a fully compliant bid, a bidder **may** propose an alternative approach to meeting the transport requirement set out in the tender;
- 21.5.9 a statement that a late submission will not be considered;
- 21.6 Where the de-minimis provisions of the Transport Act 1985 and Regulations made under it apply, contracts for local services may only be awarded in accordance with those Regulations and any criteria approved from time to time by the Combined Authority.
- 21.7 Notwithstanding the above, emergency contracts may be awarded without tender subject to the provisions of section 91 of the Transport Act 1985.
- 22. Acceptance of Local Bus Services, Education Transport Bus and Taxi Services Tenders by the Combined Authority**
- 22.1 Acceptance of quotes and tenders for passenger transport services shall be in accordance with Contracts Standing Order 16 above.
- 23. Tender Procedures for Local Bus Services, Education Transport Bus and Taxi Services**
- 23.1 Tendering must be via the electronic tender management system.
- 24. Tender Criteria and Weighting**
- 24.1 In all cases where tenders are invited, the relevant evaluation criteria and weightings shall be clearly set out in the tender materials. A tender shall not be evaluated on criteria that are not set out in the tender materials.
- 24.2 Tender evaluation criteria shall be set so that, as far as possible, the criteria may be scored on a numerical basis with the intention that the party with the highest score taking all criteria into account will be awarded the tender.
- 24.3 A contract above the Category B threshold should not be evaluated solely on the basis of price unless otherwise approved by the Budget Controller and the evaluation criteria must be set in conjunction with the Monitoring Officer.
- 24.4 The Budget Controller shall determine the criteria under which tenders are evaluated in consultation with the relevant Constituent Council.

25. Equality of Tenders for Local Bus Services, Education Transport Bus and Taxi Services

- 25.1 Standing Order 17 shall apply where two or more tenders achieve an equal score or equal price quotation.

26. Records and Notifications

- 26.1 The Budget Controller shall be responsible for:

- 26.1.1 maintaining a full record of all tenders bids quotations and awards in respect of any contract for local and education transport services which shall be in accordance with the Combined Authority's approved tendered services policy from time to time;
- 26.1.2 ensuring that a summary of all accepted quotations, tender awards, re-tenders, extensions and contract variations be reported to the Director with responsibility for passenger transport services periodically.
- 26.1.3 ensuring that the extent of commitment to de-minimis contracts is monitored regularly and in any event so as to ensure that no such contract may be awarded in excess of the levels permitted under Regulations.

Issuing Contracts

27. Preparation and Signature of Contracts - Non-Local and Education Services

- 27.1 A Contract can be entered into via the generation of a Purchase Order on standard terms and conditions or via a contract in writing issued by the Monitoring Officer.
- 27.2 Contracts covered by Section II should be prepared as follows:
- 27.2.1 Category A: No formal contract required.
- 27.2.2 Category B: A formal contract is not mandatory but a formal contract in writing should be utilised if terms and conditions above the standard purchase order terms are required.
- 27.2.3 NOT USED
- 27.2.4 Category C and D: A formal contract in writing must be prepared in all cases which must be agreed by the Monitoring Officer or their nominee.
- 27.3 Formal contracts in writing must be signed by the Monitoring Officer or their nominee, unless that the Monitoring Officer determines that the contract shall be executed under the Common Seal of the Combined Authority.
- 27.4 All formal contracts in writing should contain the relevant transparency clauses to allow for the Combined Authority to meet its transparency obligations.

28. Preparation and Signature of Contracts - Local and Education Services

- 28.1 Contracts for local services and education transport must be in writing incorporating by reference the Combined Authority's Agreement, Terms and Conditions, services specification and any schedules, provided within the tender materials as appropriate and signed by the Monitoring Officer.

29. Contents of Contracts

- 29.1 Every contract in writing shall specify:
- 29.1.1 the work, goods, materials, services or other matter to be supplied or undertaken;
 - 29.1.2 the price to be paid, with a statement of discounts or other deductions;
 - 29.1.3 the time or times within which the contract is to be performed;
 - 29.1.4 such of the matters referred to in Standing Order 30.1 as are relevant to the contract.
- 29.2 Unless the Monitoring Officer and the Chief Finance Officer, having regard to all the circumstances, consider it to be unnecessary:
- 29.2.1 contracts for the execution of work shall provide for liquidated damages or delay damages to be paid by the contractor in case of delays; and
 - 29.2.2 the Combined Authority shall require, and take sufficient security for, the due performance of any contract in excess of the upper limit for contracts within Category B in amount or value, except for local transport services contracts.
- 29.3 In every written contract for the supply of goods or materials a clause shall be inserted to secure that, should the contractor fail to deliver the goods or materials, or any portion thereof, within the time or times specified in the contract, the Combined Authority, without prejudice to any other remedy for breach of contract, shall be at liberty to determine the contract either wholly or the extent of such default and to purchase other goods or materials, as the case may be, of the same or similar description to make good (a) such default or (b) in the event of the contract being wholly determined, the goods or materials remaining to be delivered. The clause shall further secure that the amount by which the cost of so purchasing other goods or materials exceeds the amount which have been payable to the contractor in respect of the goods or materials, as the case may be, replaced by such purchase, if they had been delivered in accordance with the contract, shall be recoverable from the contractor. This Contracts Standing Order shall be drawn to the attention of all persons tendering or submitting a quotation for a contract with the Combined Authority.
- 29.4 Unless the Monitoring Officer or their nominee determines otherwise, every contract for works entered into in writing by the Combined Authority shall include the right of the Combined Authority to have access to the site of works and documents of the contractor. This right shall entitle the Combined Authority to nominate such officer as it shall deem appropriate to undertake any inspection at the site or of any documents

including the right to nominate persons not in the employment of the Combined Authority.

- 29.5 Every written contract that involves the processing of personal data by a contractor on behalf of the Combined Authority shall set out the subject matter and duration of the processing, the nature and purpose of the processing, the type or personal data and categories of data subjects and the obligations and rights of the Combined Authority. In particular the contract shall contains clauses that meet the requirements of Article 28(3) of the General Data Protection Regulation.

30. Use of Email in Contracts and Awards

- 30.1 Where these Contracts Standing Orders require that a contract shall be in writing, this will not normally be satisfied by the use of emails.
- 30.2 Except where express provision is otherwise made in these Contracts Standing Orders, email should only be used exceptionally in a contractual situation (including those circumstances where a contract is to be varied or extended) and then only with the prior approval of the Monitoring Officer or Chief Finance Officer.

31. Variations to Contracts

- 31.1 During the term of a contract it may be necessary to vary the terms. This could include amending the requirements, costs and/or dates. Variations to existing contracts may be made provided they are made in compliance with the Procurement Act 2023.
- 31.2 Contracts can be varied as follows:

Variation Type	Value Limits	Approval Required
Variation is provided for in the original contract.	None	Budget Holder or Budget Controller
Novation to a new provider who takes on the obligations of the original contractor.	None	Budget Holder or Budget Controller
Increase in the original contract value up to and including 10% where there is no change to the overall nature of the contract.	None	Budget Holder or Budget Controller

Variation Type	Value Limits	Approval Required
<p>Increase in the original contract value over 10% and up to and including 50% where there is no change to the overall nature of the contract, and which is</p> <ul style="list-style-type: none"> • due to circumstances which as a diligent contracting authority the Combined Authority could not have foreseen, or • for technical reasons where significant inconvenience or cost would otherwise be incurred. 	<p>Where the resulting contract value is up to and including £139,000</p> <p>Over £139,000 and up to and including £1m</p> <p>Over £1m NB: Values are inclusive of VAT</p>	<p>Budget Holder or Budget Controller</p> <p>Budget Controller</p> <p>Chief Executive or Director in writing⁵</p>

32. Cancellation of Contracts in Cases of Corruption

- 32.1 There shall be inserted in every written contract a clause empowering the Combined Authority to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation, if the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any contract with the Combined Authority, or showing or forbearing to show any favour or disfavour to any person in relation to the contract or any other contract with the Combined Authority, or if the like acts shall have been done by any person employed by them or acting on their behalf (whether with or without the knowledge of the contractor) or if, in relation to any contract with the Combined Authority, the contractor or any person employed by them or acting on their behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) and (3) of the Local Government Act 1972.

33. Assignment and Underletting of Contracts

- 33.1 In every contract the contractor shall be prohibited from assigning or underletting or subcontracting the contract, or any part of it, except with the consent of the Budget Holder and upon such conditions as they think fit.
- 33.2 In the case of tender for services which provides for the possibility of subcontracting some or all of the services, appraisal of the tender must include appropriate appraisal of both the main and any sub contractor's proposals to ensure that the sub-contractor is capable of delivering the services and complying with the contract and all relevant legislation. The principal contractor shall be expressly responsible for all work done

by the sub-contractor and for it being carried out under the same conditions as the main contract, so far as reasonably possible.

34. Electronic Signatures

- 34.1 Signatures may be affixed to a contract either using physical, handwritten means or by way of an electronic signature using the Combined Authority's chosen electronic signature system only, and in accordance with any legal requirements.
- 34.2 Where electronic signatures are to be affixed to a contract, written confirmation agreeing to the use of electronic signatures must first be exchanged.

Land

35. Acquisition and Disposal of Interests in Land

- 35.1 Where the Combined Authority is acquiring or disposing of an interest in land, the procedures to be followed in each case shall be the responsibility of the Monitoring Officer and Director responsible for property and assets, in accordance with any current policy of the Combined Authority.

Legal

36. Legal Proceedings

- 36.1 Where any document is a necessary step in legal proceedings it shall be signed by the Monitoring Officer or by any officer authorized by them, unless otherwise required or authorised by law, or where the Combined Authority gives authority, to some other person for the purpose of such proceedings.
- 36.2 Where there is a likelihood of the Combined Authority being involved in any legal proceedings or where the Police investigate any matter involving the Combined Authority or any of its personnel, the Monitoring Officer and Chief Executive shall immediately be informed by the Budget Holder.

37. Sealing of Documents

- 37.1 A resolution of the Combined Authority, the Mayor in respect of Mayoral General Functions, a committee of the Combined Authority, or a decision of an officer (where the committee or officer has the power) authorising the taking of any action shall be sufficient authority for sealing of any document necessary to give effect to such resolution. In other cases the Combined Authority's Seal shall be affixed to any document only when:
 - 37.1.1 sealing has been authorised by a resolution of the Combined Authority or of a Committee or officer to which the Combined Authority has delegated its powers in this behalf, or
 - 37.1.2 the Monitoring Officer has delegated authority to enter into the contract or agreement.

- 37.2 The Combined Authority's Seal may be affixed physically or inserted by electronic means using the Combined Authority's chosen electronic system only, provided that the use of electronic seal meets any relevant legal requirements⁷.
- 37.3 The application of the Combined Authority's Seal shall be authenticated by the signature of the Monitoring Officer or other officer or Director authorised by them.
- 37.4 Any signature authenticating the Combined Authority's Seal may be a physical handwritten signature, or an electronic signature using the Combined Authority's chosen electronic signature system only, provided the use of electronic signatures meets any relevant legal requirements.
- 37.5 The sealing of a document in accordance with paragraphs 39.1 to 39.4, whether by physical or electronic means, shall be entered in a register kept and maintained for that purpose by the Monitoring Officer.
- 37.6 The Combined Authority's Seal shall be kept in a safe place in the custody of the Monitoring Officer or some other person authorised by them.