

Dated 26/09/2025 **2025**

WEST MIDLANDS COMBINED AUTHORITY

AND

TRADE MANAGEMENT SERVICES LTD

**AGREEMENT FOR THE DEVELOPMENT OF A STREETFOOD STARTUP
INCUBATOR PILOT**

CIVICA REF: 3604848



Contents

1. DEFINITIONS	3
2. TERM.....	10
3. WHOLE AGREEMENT	10
4. THE SERVICES.....	10
5. CONTRACTOR'S PERSONNEL AND TUPE	12
6. CONTRACTOR'S WARRANTIES	13
7. MEETINGS AND REPORTS.....	14
8. INVOICES AND PAYMENT	15
9. MINIMAL FINANCIAL ASSISTANCE REQUIREMENT	16
10. INTELLECTUAL PROPERTY RIGHTS.....	16
11. VARIATIONS	17
12. POWER TO TERMINATE	17
13. CONSEQUENCES OF TERMINATION	19
14. FORCE MAJEURE	21
15. CONFLICT OF INTEREST.....	21
16. DISCLOSURE OF INFORMATION	22
17. RETENTION OF DOCUMENTATION	23
18. DATA PROTECTION	24
19. LIABILITY AND INSURANCE	24
20. PREVENTION OF BRIBERY AND CORRUPTION.....	25
21. SUB-CONTRACTING AND ASSIGNMENT	26
22. POWER OF SET-OFF	27
23. AUDIT	27
24. NOTICES.....	28
25. NO PARTNERSHIP, JOINT VENTURE OR AGENCY.....	28
26. FREEDOM OF INFORMATION	28
27. WAIVER.....	29
28. SEVERANCE.....	29
29. THIRD PARTY RIGHTS	29
30. NON-DISCRIMINATION	29
31. DISPUTE RESOLUTION	30
32. LAW.....	30
Schedule 1: Specification.....	33
Schedule 2: Written Quotation	37
Schedule 3: Pricing and Payment Schedule	38
Schedule 4: Approved Subcontractors	41
Schedule 5: Data Protection Schedule	42

This Agreement is made on 26/09/2025 2025

Between

- (1) **WEST MIDLANDS COMBINED AUTHORITY**, whose address is 16 Summer Lane,
Birmingham, B19 3SD ("**Authority**"); and
- (1) **TRADE MANAGEMENT SERVICES LTD**, incorporated and registered in England and Wales with company number **05346529**, whose address registered address is Britannia Suite Lakeside Business Centre, Lifford Lane, Kings Norton, Birmingham, **B30 3NU (Contractor)**

Each a party and together "the parties"

Whereas

- (A) The Authority has requested for written quotation for the Street Food Incubator project, from providers of services.
- (B) The Contractor submitted a written quotation to the Authority through which it represented that it could deliver the Services in accordance with the Authority's requirements and these Conditions, and the Contractor made representations to the Authority in relation to its competence, professionalism and ability to provide the Services in an efficient and cost-effective manner.
- (C) Based on the Written Quotation, the Authority selected the Contractor to enter into these Conditions to provide the Services.

1. DEFINITIONS

- 1.1 In these conditions of contract ("Conditions"), unless the context requires otherwise, the following words and phrases shall have the following meanings:

"Agreement": the agreement(Conditions) between the Authority and the Contractor for the supply of the Services, its terms and conditions, all its Schedules and variations to it

"Auditor" has the meaning given in Condition 23.1;

"Authority Data" has the meaning given in Condition 18.1;

"Authority IPR" means any Intellectual Property Rights provided by, for or on behalf of the Authority to the Contractor in connection with the performance or receipt of the Services;

"Brand" means West Midlands Combined Authority(WMCA) brand (that may be developed from time to time);

"Bribery Act" means the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning or in connection with the Act;

"Confidential Information" has the meaning given in Condition 16.1;

"Contractor Requirements" has the meaning given in in Schedule 1;

"Contractor IPR" means any Intellectual Property Rights provided by, for or on behalf of the Contractor to the Authority and/or any Participating Business in connection with the performance or receipt of the Services including, for the avoidance of doubt, any Intellectual Property Rights created specifically in connection with these Conditions;

"Control" shall have the meaning set out in section 1124 of The Corporation Tax Act 2010;

"Data Protection Legislation", the Privacy and Electronic Communications (EC Directive) Regulations 2003, the UK GDPR and the Data Protection Act 2018 and all guidance and codes of practice issued by applicable supervisory authorities in connection therewith;

"Delivery Plan" means the delivery plan developed by the Contractor and agreed by the Authority as set out in Schedule 1

"Effective Date" means the date of this agreement;

"Fee" means the amounts payable for the Services as set out in Schedule 3.

"Force Majeure Event" means any fire, flood, earthquake, unusually severe weather, acts of God, war, embargo, riot, civil disorder, rebellion, revolution or other causes beyond a party's control which, for the avoidance of doubt, shall not include any industrial dispute affecting the party claiming relief from its obligations (or that party's sub-contractors);

"GDPR" means the UK General Data Protection Regulations;

"Good Industry Practice" means in relation to the performance of any part of the Services to which this standard is applied, the exercise of that degree of skill, diligence, prudence and foresight as would reasonably be expected from a properly qualified and competent person engaged in carrying out services of a similar size, nature, scope, type and complexity, complying with all Legal Requirements and applicable British, European and international standards and published codes of practice;

"Insolvency Event" means in respect of a party one or more of the following events affecting such party (the Affected Party):

- (a) the Affected Party ceases or threatens to cease to carry on business or suspends all or substantially all of its operations, or suspends payment of its debts or becomes unable to pay its debts or is deemed to be unable to pay its debts within the meaning of section 123, 222, 223, 224 or 268 of the Insolvency Act 1986 (assuming, if necessary, that such sections apply to the Affected Party);
- (b) a winding-up petition is presented in respect of the Affected Party is not set aside within 14 days or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the Affected Party;
- (c) the Affected Party enters into liquidation (as defined in section 247(2) of the Insolvency Act 1986) either compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation previously approved in writing by the Authority) or a provisional liquidator is appointed in respect of the Affected Party;
- (d) notice of intention to appoint an administrator is served in respect of the Affected Party or a petition or an application for an administration order is presented or a notice of appointment of administration is served in respect of the Affected Party or an administration order is made under Schedule 131 of the Insolvency Act 1986 in respect of the Affected Party is filed at Court;
- (e) an administrative receiver, receiver or manager or similar officer is appointed under part III of the Insolvency Act 1986 in respect of the whole or any part of the Affected Party's assets or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Affected Party;
- (f) an application for an interim order under part VIII of the Insolvency Act 1986 is made;

- (g) the Affected Party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors;
- (h) a distress, execution or other legal process is taken or steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of the Affected Party;
- (i) the Affected Party sells its business (or any part thereof) relating (in the case of the Contractor) to the Services;
- (j) a provisional liquidator is appointed under section 135 of the Insolvency Act 1986; or
- (k) the Affected Party is subject to an event analogous to (a) to (j) above in any other jurisdiction;

"Insurance Policies": means employer's liability insurance cover with a minimum limit of £10,000,000 Employer's (Compulsory) Liability Insurance; £5,000,000 Public Liability Insurance and £1,000,000 Professional Indemnity Insurance.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Legal Requirement" means any of the following:

- (a) any statute, regulation, by law, ordinance or subordinate legislation to the extent that it applies to either party for the time being;
- (b) any regulation made to the extent that it applies to the provision of the Services which is binding on either party to the extent that it relates to the provision of the Services, in each case for the time being;
- (c) any applicable industry code, policy, guidance, standard or accreditation terms (i) enforceable by law which is in force for the time being; and/or (ii) stipulated by any regulatory authority to which a party is subject, in each case for the time being; and
- (d) any interpretation of law, or finding, contained in any judgement given by a court or tribunal of competent jurisdiction in respect of which the period for making an appeal has expired which requires any legal requirement falling within paragraphs (a), (b) or (c) above

to have effect in a way which is different to that in which it previously had effect;

"Losses" means all losses, liabilities, fines, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

"Maximum Sum" means up to a maximum of **£74,050**

"Monthly Report" has the meaning given in Schedule 1;

"Programme Outputs" has the meaning given in Schedule 1;

Participating Business" means street food businesses (or prospective business) which the Contractor has enrolled;

"Personal Data" has the meaning given in the GDPR;

"Personnel" means any persons engaged by the Contractor in the provision of the Services or the performance of the Contractor's obligations under these Conditions, including the employees, agents, representatives, officers and subcontractors of the Contractor and any employees, agents, representatives, officers and subcontractors of the Contractor's subcontractors;

"Policies" means any policies that the Authority provides in writing to the Contractor from time to time;

"Premises" means any premises owned, occupied or leased by the Authority;

"Processing" has the meaning given in the GDPR and "Process" and "Processed" shall be interpreted accordingly;

"Project" means the development of a Street food Startup Incubator Pilot in accordance with this Agreement;

"Project Manager" means the person identified in Schedule 1 and/or Schedule 2;

"Prohibited Act" means any of the following:

- (1) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function

or activity;

- (2) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with these Conditions;
- (3) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under the Prevention of Corruption Acts 1889 to 1916;
 - (iii) under legislation creating offences concerning fraudulent acts;
 - (iv) at common law concerning fraudulent acts relating to these Conditions or any other agreement with the Authority; or
 - (v) defrauding, attempting to defraud or conspiring to defraud the Authority;
- (4) giving any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;
- (5) directly or indirectly canvassing any member or officer of the Authority or obtaining or attempting to obtain information concerning any other quotation, tender or contract.

"Records" has the meaning given in Condition 17.1;

"Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006, any other legislation enacted to give effect to Council Directive 23/2001 and/or any equivalent or similar legislation regarding the transfer of employees in respect of jurisdictions outside the European Union;

"Reports" means the reports identified in Schedule 1 and any other reports which may be requested in writing by the Authority from time to time;

"Services" means the Authority's specification attached in Schedule 1

"Staff" means the persons employed or engaged by the Contractor in the provision of the Services;

"Successor Supplier" means any party which the Authority nominates, appoints or invites to tender or written quotation to provide services in substitution for the Services or any part thereof;

"Subsidy Control Law" means the obligations contained in the UK-EU Trade and Cooperation Agreement; the World Trade Organisation Requirements (obligations arising from the Agreement on Subsidies and Countervailing Measures, the

Agreement on Trade-Related Investment Measures, the General Agreement on Trade in Services and the Agreement on Agriculture); free trade agreements the UK has signed with other countries and any other provisions that relate to giving or receiving of subsidies that apply to the UK; including the Subsidy Control Act 2022;

“Working Day” means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“Written Quotation” means the Contractor’s written quotation attached at Schedule 2;

"Term" has the meaning given in Condition 2.1.

1.2 Any reference in these Conditions to parties shall mean both the Authority and the Contractor.

1.3 In these Conditions:

- (a) the Appendices form part of these Conditions and references to these Conditions include the Appendices;
- (b) references to Conditions and Appendices are to Conditions of and Appendices to these Conditions; references in a Schedule to paragraphs are to the paragraphs of that Schedule; and a reference to a Condition or paragraph number is, unless otherwise specified, a reference to all its sub-Conditions or sub-paragraphs;
- (c) a reference to a statute or statutory provision shall unless otherwise stated be construed as including a reference to any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made from time to time under the statute or statutory provision whether before or after the Effective Date;
- (d) a reference to a statute, statutory provision or any subordinate legislation shall unless otherwise stated be construed as including a reference to that statute, provision or subordinate legislation as in force at the Effective Date and as from time to time modified or consolidated, superseded, re-enacted or replaced (whether with or without modification) after the Effective Date;
- (e) words importing a gender include every gender and references to the singular include the plural and vice versa; words denoting persons include individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa; and

- (f) the words "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

2. TERM

- 2.1 These Conditions shall come into force on the Effective Date, and shall continue in force until **30th April 2026 ("Term")**, subject to earlier termination in accordance with Condition 12.

3. WHOLE AGREEMENT

- 3.1 The Contractor agrees that only these Conditions shall apply to the subject matter of these Conditions, to the exclusion of all other terms and conditions including any terms and conditions which the Contractor may purport to apply under any order, confirmation of order or similar documents or in correspondence with the Authority. The Contractor hereby waives any contractual rights which the Contractor might otherwise obtain from such terms and conditions.
- 3.2 These Conditions constitute the entire agreement between the parties. No variations, deletions, amendments, modifications or alterations of any kind to these Conditions will be accepted unless expressed as such and agreed in writing by the parties.
- 3.3 In the event of inconsistency between the provisions of these Conditions, the Appendices and any other document(s) incorporated into these Conditions, then the Project Manager shall determine which document(s) shall prevail and may issue appropriate instructions in writing resolving any ambiguity or discrepancy.

4. THE SERVICES

- 4.1 The Contractor warrants that it shall:
- (a) perform the Services strictly in accordance with Schedule 1 and in accordance with all agreed timescales or, if no timescales are agreed, promptly;
 - (b) meet or exceed the deliverables;
 - (c) co-operate with the Authority in all matters relating to the Services and comply with all reasonable instructions issued by the Authority;

- (d) perform the Services in a professional manner with the best skill, care and diligence and in accordance with Good Industry Practice, the Policies, Contractor Requirement and any Legal Requirements;
- (e) ensure that any documents, products and materials developed by the Contractor in relation to the performance of its obligations under these Conditions shall be fit for any purpose expressly or impliedly made known to the Contractor by the Authority;
- (f) provide all necessary facilities, equipment, materials, tools, vehicles and such other items as are required to provide the Services;
- (g) hold all materials, equipment and tools, drawings, specifications and data (the "Authority's Materials") supplied by the Authority to the Contractor in safe custody at its own risk and maintain the Authority's Materials in good condition until such time as they are returned to the Authority and do not dispose of or use the Authority's Materials other than in accordance with the Authority's written instructions;
- (h) not knowingly do or omit to do anything which may cause the Authority to lose any licence, authority, consent or permission which the Authority holds from time to time; and
- (i) shall ensure that any documents, products and materials developed by the Contractor in relation to the performance of its obligations including any training materials and publicity materials) under these Conditions comply with the Authority's Brand and manual (that may be developed from time to time) including assets and guidelines.

4.2 The Project Manager shall, acting reasonably, have the power to reject the performance of any Services which they do not consider to have been carried out in accordance with Schedule 1 and in such event the Authority may:

- (a) request from the Contractor that, at its own expense and as specified by the Authority, it re-schedules and performs the Services to bring them in line with the requirements of these Conditions within such period as may be reasonably specified by the Authority in the notice, including where necessary, the correction or re- execution of any Services already carried out; or
- (b) withhold or reduce payments to the Contractor, in such amount as the Authority deems reasonably appropriate in each particular case.

4.3 The Contractor is appointed by the Authority under these Conditions as

the non- exclusive provider of the Services and nothing in these Conditions prevents the Authority from acquiring services similar to the Services from another supplier or from performing such services itself.

5. CONTRACTOR'S PERSONNEL AND TUPE

- 5.1 The Contractor shall properly manage and monitor the performance of the Services and immediately inform the Project Manager if any aspect of these Conditions and/or the Services is not being or is unable to be performed.
- 5.2 The Contractor shall ensure that:
 - (a) all Personnel are suitably and appropriately skilled, qualified, competent and experienced to perform the Services;
 - (b) it provides a sufficient number of Personnel to fulfil all of its obligations under these Conditions;
 - (c) all Personnel act at all times in a professional manner and in accordance with the Policies; and
 - (d) it properly manages and supervises its Personnel.
- 5.3 If the Authority allows any of the Personnel to access the Premises, the Contractor shall ensure that such Personnel comply with the Authority's health and safety and security procedures and Policies whilst on the Premises, including completion of any additional clearance procedures required by the Authority and return of any passes as required. The Authority reserves the right to remove any Personnel from the Premises if they fail to comply with these requirements.
- 5.4 Upon receipt of a request from the Authority, the Contractor shall promptly provide the Authority with full particulars of all Personnel who are or may be at any time involved in the provision of the Services or the performance of the Contractor's obligations under these Conditions.
- 5.5 If the Authority gives the Contractor notice that any member of Personnel is to be removed from involvement in the performance of the Contractor's obligations under these Conditions, the Contractor shall take immediate steps to comply with such notice. The decision of the Authority regarding the Personnel shall be final and conclusive.
- 5.6 Unless otherwise agreed by the Authority in writing, neither the Contractor nor any of its Personnel shall:
 - (a) carry out any business or trading activity within the confines of the Premises and no advertisement, sign or notice of any description shall be exhibited; or

- (b) directly or indirectly, canvass for business and/or attempt to sell any goods and/or services to the Participating Businesses or when performing the Services.
- 5.7 The Contractor shall exercise due care and propriety when dealing with third parties in connection with these Conditions and ensure that no commitments are entered into on the Authority's behalf, without the Authority's prior written consent.
- 5.8 Nothing in these Conditions shall be construed as creating a contract of employment between the Authority and the Contractor or any of its Personnel.
- 5.9 It is the belief of the parties that these Conditions, the arrangements envisaged under them, the commencement of the Services and each and any exit event does not and will not constitute a relevant transfer for the purpose of the Regulations.
- 5.10 If at any time any contract of employment or engagement or any liability regarding the employment or engagement of any person has transferred or is alleged to have transferred to the Authority and/or any Successor Supplier (as applicable) in connection with these Conditions, any exit event, the Services or any replacement services (or any part of them) ("Transferring Employee"), the Contractor shall indemnify and hold harmless the Authority and each and any Successor Supplier (as applicable) against all Losses incurred in connection with the employment or engagement of any and all Transferring Employees, the termination of such employment or engagement, and/or any alleged breach of the Regulations.
- 5.11 At no time during the Term shall any Staff, as a consequence of the provision of the Services (or any part of them) be an employee or a worker of the Authority.
- 5.12 The Contractor shall indemnify and hold harmless the Authority against all Losses incurred in connection with or as a result of any claim or allegation that any or all of the Staff are employees or workers of the Authority or any of its subcontractors.

6. CONTRACTOR'S WARRANTIES

- 6.1 The Contractor warrants, represents and undertakes that:
 - (a) it has full capacity and authority to enter into these Conditions and to perform its obligations under these Conditions;
 - (b) these Conditions are executed by a duly authorised representative of the Contractor;
 - (c) there are no actions, suits or proceedings or regulatory investigations

pending or, to the Contractor's knowledge, threatened against or affecting the Contractor before any court or administrative body or arbitration tribunal that might affect the ability of the Contractor to meet and carry out its obligations under these Conditions; and

- (d) once duly executed these Conditions will constitute legal, valid and binding obligations.

6.2 The Contractor warrants, represents and undertakes for the duration of the Term that:

- (a) all Personnel used to provide the Services will be vetted in accordance with Good Industry Practice and in accordance with the Policies;
- (b) it shall at all times ensure that it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under these Conditions;
- (c) as at the Effective Date all statements and representations in the Contractor's Written Quotation are to the best of its knowledge, information and belief, true and accurate and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading; and
- (d) it shall at all times comply with any Legal Requirements in carrying out its obligations under these Conditions.

6.2 For the avoidance of doubt the fact that any provision within these Conditions is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Contractor.

7. MEETINGS AND REPORTS

7.1 The Contractor shall ensure that its representatives attend and participate in all meetings arranged by the Authority for the discussion of matters connected with the performance of the Services and the Project.

7.2 The Contractor shall ensure that any representatives who attend meetings in accordance with Condition 7.1:

- (a) are suitably qualified, competent, experienced and knowledgeable;
- (b) have a detailed understanding of the Services and the

Contractor's performance against the Programme
Outputs, and

- (c) have the authority to make decisions on the Contractor's behalf in relation to the Services.

7.3 The Contractor shall provide:

- (a) the Reports to the Authority in accordance with Schedule 1
- (b) such additional reports relating to the Contractor's performance of its obligations under these Conditions as the Project Manager may request, in such form and in such time scales as the Project Manager may reasonably require.

7.4 The Contractor warrants that all reports provided to the Authority in accordance with Condition 7.3 shall be true and accurate in all material respects.

8. INVOICES AND PAYMENT

- 8.1 The Contractor shall submit Reports in Schedule 1, and invoices in a timely manner and in such form as identified in the payment schedule defined in Schedule 3.
- 8.2 The Authority retains the right to withhold some or all payment in the circumstance that the delivery of the contracted outputs by the Contractor is not satisfactory (in relation to the Payment Schedule defined in Schedule 3).
- 8.3 The Contractor shall submit with the invoice such records as the Authority may reasonably require including but not limited to a full breakdown of all costs incurred to date, time spent and charging rates.
- 8.4 The Authority shall pay the Contractor the Fees in pounds Sterling within 30 calendar days of receipt and approval of the relevant satisfactory Report and a valid invoice subject to Condition 8.2.
- 8.5 The amount payable to the Contractor for the performance of the Services shall be inclusive of all costs of staff, facilities, travel and subsistence expenses, equipment, materials and all other expenses whatsoever incurred by the Contractor in discharging its obligations under these Conditions.
- 8.6 If the Authority receives an invoice from the Contractor which it disputes in good faith, the Authority shall notify the Contractor in writing of such dispute as soon as reasonably practicable and the Authority may withhold payment of such sums as are in dispute pending resolution of such dispute.

- 8.7 If either party has not paid any sums due by their due date, all unpaid, undisputed sums will accrue interest at a rate equal to an interest rate of 2% above the Bank of England base rate from time to time.
- 8.8 All sums payable under these Conditions are exclusive of Value Added Tax (VAT) which shall be payable by the Authority in the manner and at the rate prescribed by law, provided the Contractor has submitted a valid VAT invoice.
- 8.9 Notwithstanding any other provision of these Conditions, the maximum aggregate liability of the Authority in respect of the Fees shall not exceed the Maximum Sum and in no circumstance shall the Authority be required to pay any Fees to the Contractor which would lead to the aggregate of Fees paid to the Contractor exceeding the Maximum Sum.
- 8.10 Without prejudice to any other provision in relation to these Conditions, the Authority shall be entitled to retain 10% of the amount payable to the Contractor until the following events have occurred:-
- (a) the Programme Outputs have been completed;
 - (b) The Authority have received and are satisfied with the final monitoring report.

9. MINIMAL FINANCIAL ASSISTANCE REQUIREMENT

- 9.1 The Contractor acknowledges that the support provided to Participating Business qualifies as a minimal financial assistance under the Subsidy Control Law.
- 9.2 The Contractor shall assess the value of support to be provided to Participating Businesses in accordance with Subsidy Control (Gross Cash Amount and Gross Cash Equivalent) Regulations 2022, and shall ensure total value of support provided to any individual Participating Business does not exceed the minimal financial assistance threshold of £315,000, cumulated over the current and previous two financial years, in accordance with Section 36(1) of the Subsidy Control Act 2022.
- 9.3 The Participating Business(es) must confirm it has not received more than £315,000 minus the value of the proposed support in MFA subsidies or comparable types of subsidies between 1 April (start year of the calculation period) and the current date, as specified in Section 42(8) of the Act.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Contractor IPR shall remain the sole property of, and vest in, the Contractor or its licensors, as appropriate.
- 10.2 All Authority IPR shall remain the sole property of and shall vest in the Authority or its licensors, as appropriate.
- 10.3 The Contractor hereby grants the Authority, other contractors appointed by

the Authority to deliver similar or interfacing advice and support to the Participating Business for other Services as set out in Schedule 1, and all Participating Businesses a perpetual, worldwide, non- exclusive, irrevocable, royalty-free licence to use the Contractor IPR to receive and enjoy the full benefit of the Services, for the Authority and/or any contractor appointed by the Authority, to comply with its obligations under and receive the benefit of these Conditions as may otherwise be necessary for the Authority to comply with its obligations under the Funding Agreement with the Secretary of State.

- 10.4 The Authority hereby grants the Contractor a non-exclusive, non-transferable, royalty- free licence to use the Authority IPR during the term solely as required and to the extent necessary for the Contractor to perform the Services.
- 10.5 The Contractor undertakes to defend the Authority (or a contractor delivering Services in accordance with Schedule 1 on their behalf) and any Participating Business from and against any claim that the receipt of the Services and/or use of the Contractor IPR in accordance with these Conditions infringes the Intellectual Property Rights of a third party and shall fully indemnify them against any Losses incurred by or awarded against them in connection with any such claim.
- 10.6 If any claim is made, or in the Contractor's reasonable opinion is likely to be made, against the Authority (or a contractor acting on their behalf) and/or any Participating Business, the Contractor may at its sole option and expense:
 - (a) procure for the Authority (or a contractor acting on their behalf) and all Participating Businesses the right to continue to receive the Services or use the Contractor IPR in accordance with the terms of these Conditions;
 - (b) modify the infringing item so that it ceases to be infringing, without materially detracting from its overall performance; or
 - (c) replace the infringing item with a non-infringing item having an equivalent capability to the infringing item and without material disruption to the Authority (or a contractor acting on their behalf) and/or any Participating Business.

11. VARIATIONS

- 11.1 No variation to these Conditions shall be effective unless it is in writing, expressed as such and signed by both parties.

12. POWER TO TERMINATE

- 12.1 The Authority may terminate these Conditions in whole or in part immediately upon issue of a written notice to the Contractor if:

- (a) any representation or warranty given by the Contractor pursuant to Condition 6.1 or Condition 6.2 is materially untrue or misleading;
 - (b) the Contractor has committed a material breach of any of the provisions of these Conditions, which breach is not remedied within 20 calendar days of receipt by the Contractor of written notice from the Authority notifying the Contractor of the breach;
 - (c) the Contractor commits a material breach of these Conditions which is not capable of remedy;
 - (d) the Contractor is affected by an Insolvency Event or, in the Authority's reasonable opinion, is likely to be affected by an Insolvency Event;
 - (e) the Fees paid to the Contractor are equal to, or have exceeded, the Maximum Sum;
 - (f) a Force Majeure Event has occurred which has prevented the performance of any of the Contractor's obligations under these Conditions for a period in excess of 30 calendar days;
 - (g) the Contractor is guilty of any misconduct which the Authority reasonably considers to be prejudicial to the Authority's interest;
 - (h) these Conditions have been substantially amended to the extent that the Procurement Act 2023 require a new procurement procedure;
 - (i) the Authority has become aware that the Contractor should have been excluded under Section 57(1) or (2) of the Procurement Act 2023 from the procurement procedure leading to the award of these Conditions;
 - (j) Condition 20.4 applies;
 - (k) these Conditions have been suspended in accordance with Condition 12.4 for a period of not less than 30 calendar days; or
 - (l) there is a change of Control of the Contractor.
- 12.2 The Authority shall be entitled to terminate these Conditions at any time for convenience by giving to the Contractor not less than thirty (30) calendar days' notice in writing to that effect.
- 12.3 The Contractor may terminate these Conditions by written notice to the Authority, if the Authority fails to pay an undisputed sum due to the Authority

under these Conditions and the said undisputed sum due remains outstanding for thirty(30)calendar days after the receipt by the Authority of a written notice of non-payment from the Contractor specifying:

- (a) the Authority's failure to pay;
- (b) the correct overdue and undisputed sum;
- (c) the reasons why the undisputed sum is due; and
- (d) the requirement on the Authority to remedy the failure to pay; and

these Conditions shall then terminate on the date specified in the written notice (which shall not be less than thirty(30) calendar days from the date of the issue of the written notice), save that such right of termination shall not apply where the Authority pays the overdue and undisputed sum prior to the date of termination specified in the notice or the failure to pay is due to the Authority exercising any of its rights under these Conditions.

- 12.4 The Authority shall in addition to its powers under any other part of these Conditions, have a right to temporarily suspend these Conditions at any time by giving the Contractor 14 calendar days' written notice. Upon the expiry of the notice, subject to Condition 13.7, each party's obligations under these Conditions shall be suspended and the Contractor shall cease to perform any Services, until the date which is 14 calendar days after the date on which the Authority provides the Contractor with written notice that the parties shall recommence the performance of their obligations under these Conditions.
- 12.5 Any termination, expiry or suspension of these Conditions howsoever caused shall not affect any rights or liabilities which have accrued prior to termination, expiry or suspension.

13. CONSEQUENCES OF TERMINATION

- 13.1 Upon termination or expiry of these Conditions:
- (a) any sum due or accruing from the Authority to the Contractor may be withheld or reduced by such amount as the Authority in either case considers reasonable and appropriate in the circumstances. Subject to Condition 8.8, the Authority agrees to pay the Contractor for all Services which it performs up to the date of termination or expiry; and
 - (b) the Authority may make all arrangements which are in its view necessary to procure the orderly completion of the Services including the letting of another contract or contracts.
- 13.2 Upon termination of these Conditions otherwise than for expiry or in accordance with Conditions 12.2 or 12.3 where the total costs reasonably

and properly incurred by the Authority, by reason of the arrangements entered into in accordance with Condition 13.1(b) exceed the amount that would have been payable to the Contractor for the completion of the Services, the excess shall be recoverable from the Contractor and the Authority reserves the right to recover such excess by set-off against any amount withheld by the Authority.

13.3 Upon termination or expiry of these Conditions the Contractor shall:

- (a) immediately cease using any materials which contain any Authority IPR and shall return or destroy (at the Authority's sole option) any such materials that are in the control or possession of the Contractor or any of the Personnel;
- (b) provide a copy of the Authority Data to the Authority in any format reasonably specified by the Authority;
- (c) destroy or return (at the Authority's sole option) any Authority Data that is in the control or possession of the Contractor or any of the Personnel (save for any information that must be retained by Legal Requirement).

13.4 The Authority may, during any notice period referred to in Condition 12:

- (a) direct the Contractor, where the Services have not been commenced, to refrain from commencing such Services or where the Services have been commenced, to cease work immediately;
- (b) direct the Contractor to complete in accordance with these Conditions all or any of the Services, or any part or component thereof.

13.5 Upon termination, suspension or expiry of these Conditions, the Contractor shall not carry out any further work on the Project without written consent of the Authority.

13.6 In the event that a Successor Supplier is (or Successor Suppliers are) required to take over the Services and/or to provide services similar to the Services at the expiry or termination of these Conditions, the Contractor shall co-operate in the transfer, under arrangements to be notified to it by the Authority in writing. The transfer shall be arranged between the Authority and the Contractor so as to reduce to a minimum any interruption in or disruption to the performance of the Services including by ensuring continuity in the delivery of the Services to the Authority and the Participating Businesses.

13.7 The expiry, suspension or termination of these Conditions for any reason shall not affect the coming into force or the continuance in force of any provision which is expressed to come into force or continue in force on or after such expiry or termination or which is required to give effect to such

expiry or termination, including Conditions 5.9, 5.10, 5.11, 5.12, 6,8, 10, 12, 16, 17, 18, 19, 20, 22, 23, 24,26, and 31.

14. FORCE MAJEURE

- 14.1 No party shall be liable to the other for any failure to fulfil, or delay in fulfilling, its duties hereunder if and to the extent that such failure or delay results from a Force Majeure Event, provided that such failure or delay was beyond the control of the affected party.
- 14.2 Subject to the remaining provisions of this clause 14.1, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, the affected party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 14.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the affected party.
- 14.4 The affected party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 14.5 If the Force Majeure Event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 4 weeks' notice to the affected party.

15. CONFLICT OF INTEREST

- 15.1 The Contractor shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest which may arise:
 - (a) between the interests of the Authority and any other client of the Contractor;
 - (b) between the interests of the Contractor and/or any of the Personnel and the Authority; and/or
 - (c) between the interests of the Contractor and/or any of the Personnel and the Participating Businesses,

and the Contractor shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Authority.

15.2 The Contractor shall not be prevented from undertaking other services provided that the undertaking of such services does not cause:

- (a) the Contractor to be in breach of these Conditions; or
- (b) a conflict of interest to arise between the interests of the Authority and any other client of the Contractor.

16. DISCLOSURE OF INFORMATION

16.1 Neither party shall disclose these Conditions or any provision thereof or any information resulting from, received in connection with, or obtained in connection with these Conditions ("Confidential Information"), to any person unless it is strictly necessary for the performance of these Conditions.

16.2 The provisions of Condition 16.1 shall not prohibit disclosure or use of Confidential Information if and to the extent:

- (a) it is in or enters the public domain otherwise than by a breach of an obligation of confidentiality;
- (b) it is or becomes known from other sources without breach of any restriction on disclosure;
- (c) it is required to be disclosed by any Legal Requirement or any professional obligation;
- (d) the Authority is required to disclose the Confidential Information in order to comply with its obligations to the Central Government;
- (e) such disclosure is made to a party's solicitors, auditors, insurers, accountants or regulators, for the purposes of reporting to or seeking advice from the relevant person; or
- (f) the disclosing party has given prior written approval to the disclosure.

16.3 Subject to Condition 16.1, the parties shall ensure that all Confidential Information:

- (a) is divulged only to the minimum number of persons and to the extent necessary to ensure the proper performance of these Conditions; and
- (b) is properly safeguarded and secure at all times.

16.4 Where a party who has disclosed Confidential Information so requests and in any event upon expiry or termination of these Conditions, each party

which has received Confidential Information from the other party shall promptly return or destroy (at the disclosing party's sole option) any such Confidential Information, save where continuing use or disclosure of such Confidential Information is necessary in order for the Authority to exercise its rights under these Conditions, receive the benefit of the Services and/or comply with the Funding Agreement or where the other party is required to maintain such Confidential Information in accordance with a Legal Requirement.

- 16.5 The Contractor shall ensure that all Personnel comply with the obligations of confidentiality imposed upon the Contractor under these Conditions.
- 16.6 The Contractor shall not, in connection with these Conditions or the Services, communicate with representatives of the general or technical press, radio, television or other communications media unless specifically granted permission to do so in writing by the Authority. The Contractor shall and shall ensure that any Personnel shall promptly refer any press or other enquiring relating to the Services, the Project, and/or these Conditions to the Authority.
- 16.7 The decision of the Authority regarding anything in this Condition 16 shall be final and conclusive.

17. RETENTION OF DOCUMENTATION

- 17.1 The Contractor shall retain, produce promptly when requested by the Authority and explain as necessary any and all accounts, documents (including working documents), information, training materials, publicity materials, invoices, receipts, Reports and records created by the Contractor and/or any Personnel in connection with these Conditions, the Services and/or the Project ("Records") during the Term and six (6) years thereafter.
- 17.2 The Contractor shall afford such facilities as the Authority may reasonably require for its representatives to visit the Contractor's premises and examine the Records.
- 17.3 The Contractor shall retain all Records either in the form of the originals or certified true copies of the originals or on commonly accepted data carriers including electronic versions of original Records or Records existing in electronic version only.
- 17.4 Where Records exist in electronic form only, the Contractor shall ensure computer systems used to store the Records meet accepted security standards which ensure that the Records held meet with any Legal Requirements and can be relied upon for audit purposes. The equipment and software used to store the Records shall be retained and kept functional during the Term and six(6) years thereafter.

18. DATA PROTECTION

- 18.1 Where the Contractor receives and/or Processes any Personal Data in connection with these Conditions or during the course of providing the Services ("Authority Data") it shall:
- (a) not transfer Authority Data outside of the United Kingdom without the Authority's prior written consent;
 - (b) only Process Authority Data to the extent necessary to provide the Services or as otherwise authorized in writing by the Authority;
 - (c) use appropriate technical and organisational measures to protect Authority Data against any unauthorised or unlawful processing and against accidental loss or destruction of any Authority Data;
 - (d) inform the Authority immediately should it or any of its Personnel be aware of, or reasonably suspect, any unauthorized or accidental disclosure, loss or damage of Authority Data; and
 - (e) ensure that all Personnel comply with the requirements of this Condition 18.1 and also with Schedule 5 attached hereto.
- 18.2 The Contractor shall and shall ensure that all Personnel comply with all relevant Data Protection Legislation in relation to Authority Data.
- 18.3 The Contractor shall indemnify, defend and hold harmless the Authority in respect of any and all Losses incurred or suffered by or made against the Authority resulting directly or indirectly from the Contractor's breach of Conditions 18.1, 18.2, and/or Schedule 5.

19. LIABILITY AND INSURANCE

- 19.1 Subject to Condition 19.3, the Contractor's aggregate liability whether in contract, in tort (including negligence), under statute or otherwise under or in connection with these Conditions shall be limited to **£2,000,000 (Two Million pounds Sterling)**.
- 19.2 Subject to Condition 19.3, the Authority's aggregate liability whether in contract, in tort (including negligence), under statute or otherwise under or in connection with these Conditions shall be limited to the Maximum Sum.
- 19.3 Nothing in these Conditions will limit a party's liability for:
- (a) death or personal injury caused by that person's negligence;

- (b) that party's fraud or fraudulent misrepresentation;
- (c) anything else that cannot be limited by any Legal Requirement;
- (d) any claims under the indemnities at Condition 5.10,5.12,9,18.3;
- (e) any breach of Condition 16;or
- (f) any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

19.4 The Contractor shall effect and maintain Insurance Policies with an insurer of good repute necessary to cover its liabilities under these Conditions and, where the Contractor is permitted to sub-contract any part of these Conditions, it shall procure that any such sub- contractor effects and maintains Insurance Policies to cover its liabilities under the sub-contract. Promptly upon request, the Contractor must produce to the Authority, the Insurance Policies, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

19.5 Where in compliance with Condition 19.4 the Contractor effects, or is to procure that a sub-contractor effects, insurance, the requisite insurance shall cover all liabilities under these Conditions, or sub-contract as the case may be, from the commencement of the Services, or the Services under the sub-contract as the case may be, until six (6) years after the termination or expiry of these Conditions.

20. PREVENTION OF BRIBERY AND CORRUPTION

20.1 The Contractor:

- (a) shall not, and shall procure that the Personnel shall not, in connection with these Conditions, the Services, commit a Prohibited Act;
- (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of these Conditions, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of these Conditions.

20.2 The Contractor shall have in place an anti-bribery policy (which shall be disclosed to the Authority) to prevent any member of Personnel from

committing a Prohibited Act and shall enforce it where appropriate.

- 20.3 If any breach of Condition 20.1 is suspected or known, the Contractor must notify the Authority immediately.
- 20.4 The Authority may terminate this Contract by written notice with immediate effect and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor or any of its Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches Condition 20.1.

21. SUB-CONTRACTING AND ASSIGNMENT

- 21.1 The Contractor shall not subcontract the whole or any part of its rights or obligations under these Conditions without the prior written consent of the Authority (which the Authority may grant or withhold in its absolute discretion).
- 21.2 Where the Authority does give consent to the Contractor to use sub-contractors, the Contractor agrees that it remains liable for the performance of these Conditions in their entirety and the sub-contracting on the part of the Contractor shall not operate to relieve the Contractor in any respect from its liability to the Authority for the due performance of these Conditions and the Contractor will still be treated as personally executing it. Failure or neglect on the part of a sub-contractor shall be deemed to be failure or neglect on the part of the Contractor.
- 21.3 As at the Effective Date, the Authority has consented to the Contractor entering into subcontracts with the persons set out in Schedule 4, in each case to provide the services specified in Schedule 1.
- 21.4 Where the Authority considers (in its reasonable opinion) that there are grounds for the exclusion of a subcontractor under Section 57 of the Procurement Act 2023, then:
 - (a) if the grounds are compulsory grounds for exclusion, the Contractor shall replace the subcontractor and shall not use such subcontractor in the provision of the Services or to perform any obligation of the Contractor under these Conditions;
 - (b) if the grounds are non-compulsory grounds for exclusion, the Authority may, upon the provision of written notice to the Contractor, require the Contractor:
 - (i) to immediately replace the subcontractor; and/or
 - (ii) immediately to cease the use of such subcontractor in the provision of the Services or to perform any obligation of the Contractor under these Conditions.

- 21.5 The Contractor shall pay any undisputed sums which are due from the Contractor to a subcontractor, within thirty calendar days of the receipt of a valid invoice or in accordance with any shorter period which may be required by any Legal Requirement. Any invoices submitted by a subcontractor to the Contractor shall be considered and verified by the Contractor in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Contractor failing to regard an invoice as valid and undisputed.
- 21.6 Notwithstanding any other provision of these Conditions, if the Contractor notifies the Authority that the Contractor has failed to pay an undisputed subcontractor's invoice within the period identified in Condition 21.5 or if the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late payment or non- payment (including on government websites and in the press).
- 21.7 The Contractor shall not assign, novate or otherwise deal with any right or obligation arising under or in connection with these Conditions except with the express prior written consent of the Authority.
- 21.8 The Authority may assign or novate its rights and/or obligations under these Conditions in whole or in part at any time and on more than on occasion, without the consent of the Contractor and the Contractor shall, at the Authority's request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this Condition.

22. POWER OF SET-OFF

The Authority shall have the power to set off any sums due from the Contractor to the Authority against any sums due from the Authority to the Contractor under these Conditions.

23. AUDIT

- 23.1 The Contractor shall afford the Authority, and/or any of their employees, officers, representatives or third party auditors ("Auditors") access to the Records at the Contractor's or the Authority's premises and/or provide copies of the same as may be required from time to time in order to:
- 1.1 verify the accuracy of the Fees paid under these Conditions;
 - 1.2 verify the Contractor's and the Personnel's compliance with any Legal Requirements and/or these Conditions;
 - 1.3 verify the accuracy and completeness of any Reports delivered to the Contractor or required under these Conditions;
 - 1.4 verify that the Participating Businesses meet the eligibility requirement of the Delivery Plan developed by the Contractor;

1.5 verify that the Services are performed in accordance with these Conditions;

23.1 Subject to Condition 16, the Contractor shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to any audit, including by providing:

- (a) access to the Personnel; and
- (b) reasonable access to any sites controlled by the Contractor or the Personnel and which are used in the provision of the Services or to store any Records.

24. NOTICES

24.1 All notices required by or relating to these Conditions shall be in writing and shall be sent to the parties at their address specified at the head of this agreement or such other address as may be notified in writing.

24.2 All notices shall be deemed duly given on the day following the date of posting or if sent by fax or email, immediately when the notice is transmitted.

24.3 This clause does not apply to notices given in legal proceedings or arbitration.

25. NO PARTNERSHIP, JOINT VENTURE OR AGENCY

Nothing in these Conditions shall create any partnership, joint venture or relationship of principal or agent between the Authority and the Contractor.

26. FREEDOM OF INFORMATION

26.1 The Contractor acknowledges that the Authority is subject to the provisions of the Freedom of Information Act 2000 and that any information obtained by the Authority in respect of these Conditions may need to be disclosed to third parties under the provisions of such legislation.

26.2 The Contractor shall assist the Authority in meeting any reasonable requests for information which are made to it in connection with the Freedom of Information Act 2000 or any other similar guidelines, codes of practice, or legislation which arise in connection with these Conditions.

26.3 The Contractor shall promptly (and in any event within 3 Working Days) provide the Authority with all requests for information which it receives relating to these Conditions, the Project and/or the provision of the Services.

27. WAIVER

The failure by the Authority to enforce at any time or for any period any one or more of these Conditions shall not be a waiver of them or of the right at any time subsequently to enforce any or all of these Conditions. No waiver in connection with these Conditions shall, in any event, be effective unless it is in writing, refers expressly to this Condition, is duly signed by or on behalf of the party granting it and is communicated to the other party in accordance with Condition 24.

28. SEVERANCE

If any provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of these Conditions shall continue in full force and effect as if these Conditions had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of these Conditions, the Authority and the Contractor shall immediately commence negotiations in good faith to remedy the invalidity.

29. THIRD PARTY RIGHTS

- 29.1 Except as set out in this Condition 29, a person who is not a party to these Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.
- 29.2 Any Successor Suppliers shall have the benefit of the indemnity and be entitled to enforce the terms of Condition 5.10 and references to the Authority in the context of the Contractor's obligations in Condition 5.10 shall be construed accordingly.
- 29.3 Notwithstanding Condition 29.2, the parties may rescind or vary these Conditions without the consent of any third party, including a third party which has the right to enforce any provision of these Conditions under the Contracts (Rights of Third Parties) Act 1999

30. NON-DISCRIMINATION

- 30.1 The Contractor shall not unlawfully discriminate either directly or indirectly or by way of victimisation or harassment against any person on the grounds of race (colour, nationality, or ethnic or national origin), sex, religion or belief, disability, sexual orientation, age or any other protected characteristic contained in the Equalities Act 2010.
- 30.2 The Contractor shall take all reasonable steps to secure the observance of Condition by all Personnel. Where any Personnel are required to carry out any activity on or alongside the Authority's employees on any other premises the Contractor shall ensure that each such Personnel comply with the Authority's employment policies and codes of practice relating to

discrimination and equal opportunities and the Policies.

31. DISPUTE RESOLUTION

- 31.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within twenty (20) Working Days of either party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the senior leadership team.
- 31.2 If the dispute cannot be resolved by the parties pursuant to Clause 31.1 it shall be referred to the Director or Executive Director of the respective parties for resolution.
- 31.3 Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other Party to do any act.
- 31.4 If the dispute cannot be resolved by the parties pursuant to Clause 31.2 the Parties shall refer it to mediation pursuant to the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure unless:
- 31.4.1 The Authority considers that the dispute is not suitable for resolution by mediation; or
- 31.4.2 the Contractor does not agree to mediation.
- 31.5 The obligations of the Parties under this Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Contractor and its employees, personnel and associates shall comply fully with the requirements of this Agreement at all times.

32. LAW

These Conditions and any non-contractual obligations arising out of them shall be governed by and interpreted in accordance with English Law and each party irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales in relation to all matters arising out of or in connection with these Conditions.

IN WITNESS of which the parties have executed this Deed as a deed and delivered it on the date written at the top of this document.

EXECUTED as a DEED by the affixing of
the COMMON SEAL of
**WEST MIDLANDS COMBINED
AUTHORITY**

In the presence of:

11372

J Sekhon

Jat Sekhon

Authorised Signatory



26/09/2025
13:04 PM

Jat Sekhon

Name

EXECUTED as a DEED by the affixing of
the COMMON SEAL of **TRADE
MANAGEMENT SERVICES LTD**

In the presence of:
A Fox

Alan Fox.....

Director

.....

Name Alan Fox

In the presence of:
A Palethorpe

Adam Palethorpe.....

Director/Company Secretary

.....

Name Adam Palethorpe

Schedule 1: Specification

1. Introduction

The West Midlands Combined Authority (WMCA) consists of 18 local authorities working together to move powers from Whitehall to the West Midlands and its locally elected politicians, who know this region best. The WMCA has seven constituent authorities (Birmingham, Coventry, Dudley, Sandwell, Solihull and Wolverhampton) with full voting rights, ten non-constituent authorities with reduced voting rights and other observes authorities. We work collaboratively on many projects to deliver our vision of a more prosperous West Midlands. Please visit our website for more information: <https://www.wmca.org.uk/>

2. Background

The West Midlands has a rich tapestry of food driven hospitality, from the highest concentration of fine dining restaurants outside of London, to desi pubs, groundbreaking street food markets to historical regional specialisms (from chippies to the Balti triangle).

These businesses play an important role in place making, delivering flavour and identity to our high streets and local centres. They are important sources of employment across demographics and play a key part in our everyday economy.

3. Contractor Requirements

Bidders must have all the necessary accreditations and insurances to carry out the contract. They should also have access to suitable premises in which the relevant contracted activities can be undertaken. Bids should therefore include:

- Confirmation of accreditation or licensing by the appropriate industry recognised bodies relevant to the delivery of the programme.
- Confirmation of public liability insurance and professional indemnity insurance sufficient to fulfil the requirements of the contract.

4. Scope of the Contract

For this project we are looking for organisations to work with WMCA to deliver a pilot programme across the West Midlands (defined as the WMCA 7-consituent authority area, covering Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton) to act as an incubator for street food start-up businesses. The pilot should ensure that start-ups (whether established or new) have the relevant licenses and training to operate as part of a wider hospitality location (whether market, events or food hall). The pilot should include mentoring with existing successful street food businesses as well as developing/including a pipeline of businesses to populate and diversify the offer of local markets.

5. Objective

Street food is seen as a key way to improve the diversity of offer of street markets and also the range of food options available on the high street. The objective of this contract is to support a cohort of early-stage street food businesses from across the WMCA area by equipping them with the skills, knowledge, and networks needed to build sustainable and scalable operations through an eight month period September 2025 – April 2026, with the intention that these will go on to populate and enrich local street markets, making them more sustainable and able to deliver better utility to residents and visitors

6. The Street Markets Catapult

The Incubator is part of the wider WMCA *Street Markets Catapult* project, which will also consist of retail business growth advice and the *Mayors Market Fund*, for local authorities, one aspect of which is free market pitches for start-ups. It is expected that the Street Food Incubator provider will work with local authorities to place street food vendors participating in the Incubator project in local markets.

7. Programme Outputs:

The project will include the following components:

- i. Project Launch and Recruitment**
The successful contractor will manage the project from inception to completion, including designing, and delivering the initial publicity and a fair and equitable application process. Subject to the response, candidates should be selected proportionately from our constituent local authority areas (Birmingham, Wolverhampton, Coventry, Walsall, Sandwell, Dudley and Solihull) to criteria agreed with WMCA, with teaching locations accessible to this cohort.
- ii. Mentorship & Business Clinics**
 - a. One-on-one mentoring sessions with experienced traders and industry professionals
 - b. Indicative topics: branding, pricing, logistics, compliance, customer experience, and scaling
- iii. Workshops & Masterclasses**
 - a. Monthly themed group sessions
 - b. Guest speakers from successful industry experts
- iv. Live Trading Opportunities**
 - a. Access to events for real-world trading experience
 - b. Feedback and performance reviews from mentors
- v. Venue-Based Learning**
 - a. Visits to street food market operations elsewhere.
 - b. Training on event operations, health & safety, and customer flow management
- vi. A PR/Comms element to document progress.**
 - a. Social media posts
 - b. Media opportunities involving the WMCA Mayor.
- vii. Peer Networking & Community Building**

- a. Group meetups and online forums to foster collaboration and shared learning
- b. Opportunities to co-host pop-ups or joint events

viii. Reporting

Succinct reports will be provided to WMCA on a monthly basis of the numbers of businesses engaged and the number and type of activities completed, with an end of project report setting out the overall outputs and outcomes set against those identified in the delivery plan including the numbers of formal qualifications/accreditations awarded to participants.

5.2 Embedded in the programme will be training/qualifications/licensing to include:

- I. HACCP training
- i. Food Hygiene training – level 3 (owner/chef) and/or level 2 for food handlers
- ii. Health & Safety training
- iii. LPG Gas Safety
- iv. Fire Safety
- v. Allergen awareness
- vi. First Aid
- vii. Knife Skills

6.0 Numbers of Participants

The submission should clearly state how many street food businesses you propose to induct and take through the programme, with a minimum of 30.

7.0 Project Details

a) General Data Protection Regulation (GDPR)

Any data used to deliver this project should be available to WMCA upon completion of the contract.

b) Service Mobilisation

A project inception meeting will be arranged with the winning bidder upon award of the contract.

c) Contract Milestones and Duration

Please note the below milestones are approximate and will be informed by the successful bidder's quote. The project closure date is set; bidders should account for the final date in the development of their timeline.

MILESTONE	DATE
Contract Award	04/09/2025
Inception Meeting	10/09/2025
Final Delivery Plan Agreed	24/09/2025
Draft Report Completed	31/03/2026
Final Report Completed	13/04/2026
Project Closure	30/04/2026

8. **Contract Duration**

Contract Start Date: **Date of the Contract**

Contract End Date: **30/04/2026**

9. **Reporting & Meetings**

Regular review of the performance of the contract will take place between WMCA and the contractor. Dates of review meetings to be agreed, but at least once per quarter.

10. **Payment**

Three equal instalments to be made, set out as follows:

- Following recruitment of participants
- On completion of 50% of the programmed activities (milestone specifics TBC as part of Delivery Plan).
- On completion of the contract.

11. **Intellectual Property Rights (IPR)**

The WMCA will hold the copyright to all reports, plans, data, drawings, databases, designs, or other materials prepared by, or for the successful supplier on behalf of the WMCA.

12. **GDPR (General Data Protection Regulation)**

To ensure the reasonable and proportionate protection, processing, sharing and storing of WMCA information in accordance with the relevant legislation, corporate policies, and in the best interests of the data subjects (Data Protection/GDPR), the WMCA, our partners, and the West Midlands, in all aspects of the role.

Schedule 2: Written Quotation

The WMCA Street Markets Catapult

RFQ - THE DEVELOPMENT OF A STREET-FOOD STARTUP INCUBATOR PILOT



West Midlands
Combined Authority



NCASS
NATIONWIDE
CATERERS
ASSOCIATION

Digbeth
Dining Club.



Selection Criteria

1. Please provide evidence of accreditation or licensing by the appropriate industry recognised bodies relevant to the delivery of the programme. Failure to provide evidence of accreditation or licensing by an industry recognised body will result in a Fail.

Digbeth Dining Club (DDC) and the Nationwide Caterers Association (NCASS) have worked together to support and grow the street food sector since DDC's inception. The Nationwide Caterers Association (NCASS) are the leading industry body for independent hospitality, their members include street food, event & festival caterers, traditional mobile caterers, small bars, restaurants, cafes, hotels and pubs. NCASS ensures that their members trade legally, safely and profitably.

NCASS have a Primary Authority Partnership with The Royal Borough of Greenwich, Wrexham County Council and East Sussex Fire Service. Primary Authority is a national government-backed scheme that enables businesses to form a legal partnership with a local authority to receive bespoke, assured regulatory advice on environmental health and fire safety regulations.

We work with our Primary Authority partners so that the sector specific advice, guidance and resources that we create for our members, is assured – it is approved and trusted by the Primary Authority scheme. This means that the NCASS Safety Management System (SMS) and NCASS training courses have been checked, verified and come with a seal of approval.

This makes regulation more efficient and consistent – instead of having hundreds of different Environmental Health officers (EHOs) from across the UK review and comment on the NCASS SMS, this is done by just our Primary Authority Partners. This approval is then recognised by local authorities.

NCASS training courses are accredited using the NCASS Training Accreditation policy and are CPD Certified.

NCASS courses are meticulously crafted to cater to the specific needs of the hospitality and catering sector. Every piece of content is tailored to address the unique challenges and requirements of this industry, ensuring relevance and practical application. This approach enables us to equip food & drink professionals with the knowledge and skills essential for success in a competitive and dynamic environment.

NCASS works alongside other leading bodies across the Night Time Economy, Events and hospitality sectors to share intel and insights regularly, is the main partner for the annual street food event, The Street Food Business Expo and they speak at local and national events regularly including The Restaurant Show, The Pub Show, The Night Time Economy Summit, CIEH events, The Association of Independent Festivals Congress and National Outdoor Events Association Convention.

All Digbeth Dining Club traders are members of NCASS and are therefore part of and benefit from the Primary Authority Partnership and training accreditation.

2. Digbeth Dining Club and The Nationwide Caterers Association confirm that they have the required insurances – please see attached certificates for proof of cover.

Employer's (Compulsory) Liability Insurance = £10,000,000

Public Liability Insurance = £5,000,000

Professional Indemnity Insurance = £1,000,000

Question 1

Please outline your experience supporting hospitality businesses, including start-up support and skills delivery.

NCASS work with small businesses from start-ups to established and growing businesses. NCASS membership provides everything that a street food business needs to trade safely, legally and profitably via their safety management systems, training, work opportunities, partnerships and dedicated support. All benefits and services are designed to help businesses trade legally, safely and profitably.

Founded in Birmingham, Digbeth Dining Club (DDC) is a multi-award-winning street food events operator, producing rotating events across the West Midlands, in venues, festivals and pop-ups. DDC acts as both a platform for established street food vendors and a launchpad for new businesses.

DDC will work in partnership with NCASS, The Nationwide Caterers Association to deliver the WMCA Street Food Startup Incubator Pilot. NCASS have supported street food businesses for over 30 years, they are based in Birmingham and were key to establishing the biggest street food organisations nationally including KERB, DDC and Grub as well as successful operators that started in street food such as Pizza Pilgrims, Meat Liquor and Bleeker Burger.

Over the past 30 years, NCASS has supported tens of thousands of startups. Today, they actively support over 6,500 members; small independent businesses across the UK who represent over 25,000 premises / units. NCASS have an expert team and exist to support, grow and be a voice for mobile and bricks and mortar businesses across the independent hospitality sector.

DDC provide a platform for exposure,

giving space to trade at popular events with established footfall and access to a diverse customer base without the overheads of a bricks and mortar business. They have a simple onboarding process and with opportunities at single events, recurring slots or seasonal events, traders are able to participate flexibly in their roster.

NCASS and DDC provide ongoing advice and guidance to their members / traders. NCASS support their members day in day out through an expert account management team, in-house Environmental Health Officer and their tailor-made systems and resources. DDC provide advice to their traders via their team and experienced operators. This includes feedback on menus, pricing, branding and pitch presentation as well as giving access to a network of suppliers, event organisers and hospitality businesses.

In terms of skills delivery and development, the partnership between DDC and NCASS delivers everything a participant of the pilot would need from registering a business, insurance, safety management, HR and training through to operational, business and development skills. Both organisations have a wealth of knowledge and expertise in-house including EHOs and gas engineers, event production managers, operation directors, marketing, PR and public affairs experts and specialist suppliers.

This includes:

- Process and practicalities around setting up a business and registering a food business
- Branding and Marketing best practice
- Menu development
- HACCP training
- Food Hygiene training – level 3 (owner/chef) and/or level 2 for food handlers
- Health & Safety training
- LPG Gas Safety

- Fire Safety
- Allergen awareness
- First Aid
- Knife Skills
- Safety Management System processes
- Cashflow and cost controls, supplier management and stock management
- Practical experience in setting up and running a food business in a live environment
- Training on customer service and queue management
- R&D in a live customer environment
- Working across a range of settings (indoor, outdoor, seasonal)

Together, DDC and NCASS have worked with the most well-known and successful food businesses across the West Midlands. As organisations, our teams live in the region and are invested in the West Midlands and helping to support entrepreneurs, raise the profile of independent hospitality and grow the street food sector.

Question 2

What is your proposed approach/ methodology for delivering the pilot, meeting the requirements in Appendix A

Programme Structure & Timeline (Sep 2025– April 2026)

The audience for the WMCA street food incubator project are new startups and established businesses based in Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

We will conduct a consultation with each business (whether established or start up) ensuring they are equipped with the relevant licenses and training to operate as part of a wider hospitality location (whether market, events or food hall). For existing successful street food businesses, it will be underpinned by mentoring. The pilot project will also develop a pipeline of businesses that populate and diversify the offer of local markets.

KPIs

- We aim to recruit 36 businesses
- 83% of participants will complete the pilot (30)
- Participants will be recruited from across the whole of the WMCA region
- Participants will benefit from training, workshops and mentoring
- Participants will work alongside experienced street food traders
- A pipeline of trading businesses will populate and diversify the current offering across the WMCA region.
- Pilot project participants will establish themselves in local street food markets

MILESTONE	DATE
Contract Award	04/09/25
Inception Meeting	10/09/25
Final Delivery Plan Agreed	24/09/25
Draft Report Completed	31/03/26
Final Report Completed	13/04/26
Project Closure	30/04/26

Phase 1: Launch & recruitment

October

We will create a recruitment process and campaign that leverages our regional data and our network to ensure a thorough, fair and diverse participant pool.

Project branding development and sign off.

Plan and sign off delivery of recruitment campaign.

Sign off application process ensuring an equitable application approach with assessment criteria agreed with WMCA, targeting fair representation from all 7 constituent authorities.

Launch Incubator at The Street Food Business Expo via 'Future Focus' panel discussion.

Launch pilot via social media (DDC, NCASS, WMCA, BIDS), local press, DDC / NCASS, WMCA, BID newsletters.

Live recruitment campaign / create and sign off participant project manual.

Successful applicants informed, participation contracts signed and project manual shared.

Report submitted and meeting booked in with WMCA to evaluate phase 1.

Phase 2: Training

November

Project kick off events with all participants held in central and accessible locations for all. These events will provide an induction to the project manual, training deadlines and reading to be done before training begins w/c 3/11.

Individual meetings booked in with all participants to evaluate strengths and weaknesses and provide guidance on business registration, licensing (if applicable), set up and equipment, suppliers and business management processes. This would be undertaken by DDC and NCASS teams using an agreed framework.

NCASS systems and resources induction to ensure all participants can access and understand the Member Dashboard and how to use their safety management system, Risk Assessments etc.

Deadline for completion of training courses inc:

- HACCP training
- Food Hygiene training – level 3 (owner/chef) and/or level 2 for food handlers
- Health & Safety training
- LPG Gas Safety
- Fire Safety
- Allergen awareness
- First Aid
- Knife Skills

Participants can start work experience as soon as they have completed training

Report submitted and meeting booked in with WMCA to evaluate phase 2.

Phase 3: Workshops / Masterclasses / Mentoring

December/January

Branding, menu design and marketing workshop and industry mentor introductions (participants will book 2 x sessions with mentors to be completed by 28/2). Each workshop will begin with a panel discussion, followed by Q&A and then will move into a workshop.

Workshop Week, these will include:

- Street Food, the Insider's Guide – hearing about the industry from experienced traders
- Pricing, cost control and financial management workshop
- Food Safety / Health & Safety inc. Gas Safety
- Trader requirements, operations and logistics
- Customer experience

On site experience, working alongside traders

Christmas Break, participants should use some of this time to reflect on workshops, mentor sessions and work experience and write / record an update on how they feel the project is progressing, what their goals are and how they are feeling about phase 4, live trading.

Report submitted and meeting booked in with WMCA to evaluate phase 3.

Phase 4: Live trading/placements

February/March/April

Street Food venue visits, meet the operators and training session on trading safely at events.

The 2-month live trading phase begins.

Participants will trade (weekly) at curated DDC events; markets and events across all WMCA areas, community events, festivals, and pop-ups across the region. They will gain feedback on performance, customer interaction, and operational efficiency and will have full use of DDC's infrastructure (e.g. pitch space, kitchens, promotional support) throughout the trading phase of the project. Report submitted and meeting booked in with WMCA to evaluate phase 4.

Phase 5: Evaluation/reporting

March/April

Workshop with participants and all those involved to share experiences and evaluate success.

Individual evaluations with all participants (evaluation questions to be signed off with WMCA at the end of phase 4) and draft report written.

Draft report completed
Report amends to be shared
Final report completed

Project completion. We will host events showcasing all pilot project participants, generate content and share the final report.

Overarching activities

Alongside the phases and activities detailed above, there will be an ongoing PR & Communications campaign throughout the lifetime of the project as well as underpinning elements to support the participants. This will include:

- An online forum for all participants such as Slack
- Media documentation such as videos and

photos

- Ongoing press campaign featuring participant stories shared through local press and local stakeholders
 - WMCA Mayoral visits to the pilot during launch, mid-point and project completion
- We have suggested monthly WMCA meetings and reports, however, these could be bi-weekly or as frequently as you would prefer.

We will complete a risk assessment for the project so that we are able to manage risks such as participant drop out, illness, weather and event cancellations.

Question 3

Describe your media strategy, including for the launch.

We will work with regional expert and DDC PR lead, Lyle Bignon to deliver the media strategy. Lyle works across the UK & Europe music industries, NTE as a media and PR consultant. He is PR lead for DDC and is also the Night Time Economy (NTE) Ambassador for Birmingham for the Night Time Industries Association (NTIA).

Media Strategy

1.Objectives

- Primary: Drive awareness of the programme and its benefits to early-stage and established street food businesses across all WMCA constituent authorities.
- Secondary: Position DDC and WMCA as leaders in inclusive, sustainable hospitality growth.
- Long-term: Build a recognisable brand identity for the Street Food Incubator that can be scaled beyond the pilot.

2. Target Audiences

- Primary: Early-stage and aspiring street food traders across the West Midlands.
- Secondary: Local authorities, hospitality stakeholders, MPs, potential mentors, and event partners.
- Tertiary: Food-loving public to generate excitement for final events and trading showcases.

3. Key Messages

1. Opportunity: “A launchpad for the West Midlands’ next generation of street food stars.”

2. Support: Backed by expert mentors, industry leaders, and WMCA.
3. Impact: Equitable access, tangible trading opportunities, and professional certification.
4. Local Pride: Championing diversity, talent, and the region’s food culture.
5. Media Phases & Tactics

Phase 1 – Pre-Launch (October 2025)

Goal: Create intrigue and signpost the upcoming application window.

- Teaser Video: 20–30 seconds featuring quick cuts of DDC events, diverse traders, and food close-ups.
- Social Countdown: Branded graphics with messaging like “A new chapter for street food is coming...”.
- Influencer Seeding: Invite local food bloggers to share the upcoming opportunity.
- Press Advisory: Send an “announcement coming soon” note to regional media, including food and business reporters.

Phase 2 – Launch & Recruitment (October 2025)

Goal: Maximise reach for applications, ensuring representation from all 7 authorities.

Press Release: Joint DDC, NCASS + WMCA announcement with quotes from the WMCA Mayor and DDC / NCASS Directors.

- Media Partnerships: Secure coverage in Birmingham Mail, Coventry Telegraph,
- Express & Star, plus regional radio (BBC WM, Free Radio).
- Social Campaign:
- Platform mix: Instagram, Facebook, TikTok, LinkedIn.
- Paid targeting: Lookalike audiences of DDC followers + interest-based targeting for food

entrepreneurship.

- Carousel posts showing programme benefits, mentors, and application steps.
- Utilise regional MPs to promote in their respective constituencies
- Community Outreach: Digital flyers distributed through local authority networks, community centres, and business hubs.

Phase 3 – Programme Content (October 2025 – April 2026)

Goal: Maintain momentum and showcase participant journeys.

- Bi-Monthly Video Updates: Short-form storytelling of workshops, market days, and mentor moments.
- Participant Spotlights: 1–2 traders per month featured across DDC & WMCA social channels, local press, and LinkedIn.
- Behind-the-Scenes Stories: Instagram Reels/TikToks of menu development, event prep, and kitchen life.
- Midpoint Event Coverage: Invite media and influencers to a live trading showcase with
- WMCA Mayor appearance.

Phase 4 – Final Showcase & Graduation (March 2026)

- Goal: Celebrate achievements, drive public attendance, and cement impact.
- Press Campaign: “Meet the Graduates – the Future of West Midlands Street Food.”
- Event Live Coverage: Social live-streams, behind-the-scenes content, and audience interviews.
- Photo & Video Recap: Professional highlights package for PR, participant use, and WMCA reporting.

4. Media Channels

- Owned: DDC, NCASS & WMCA websites, email newsletters, social media.
- Earned: Local/regional press, food blogs, radio, TV features.
- Paid: Targeted social ads boosted posts for event attendance and application drive.
- Shared: Content reposts via local authorities, partners, and participating traders.

5. Measurement & Reporting KPIs:

- Application volume & diversity (by geography and demographics).
- Social engagement rates.
- Press coverage reach and sentiment.
- Event attendance figures.
- Tools: Google Analytics, social insights, press clippings, attendee feedback surveys.

6. Creative Notes: Tone = Energetic, inclusive, aspirational.

- Visual Identity: Bold street food colours, authentic photography, dynamic motion graphics. Storytelling Hook: “From idea to market – your street food journey starts here.

Question 4

Please detail the approach you will adopt to effectively recruit businesses and develop a growth pipeline.

1. Audience Targeting

Our recruitment strategy will leverage DDC and NCASS' networks. Both organisations speak to street food traders every day and have an existing pipeline of businesses that have just started up, have started trading or who need support and existing traders who want to get into street food from across the WMCA region.

We will focus on finding high-potential, early-stage food entrepreneurs from across the WMCA region, including:

- Street food traders within their first 6 months–2 years of operation.
- Home-based cooks or pop-up chefs ready to move into public trading.
- Established hospitality businesses exploring street food as a growth channel.
- Underrepresented voices in the food sector, reflecting the region's cultural diversity.

2. Outreach Channels

Audience & Community:

- DDC and NCASS have a 150,000+ combined social media following across Instagram, Facebook, and TikTok.
- And an existing mailing list of 35,000+ engaged traders, startups, food lovers and people who work in the industry
- Application process dissemination via WMCA market managers, BIDs and economic development teams
- Community Networks including

community kitchens and grassroots food groups, and cultural organisations to reach underrepresented applicants.

- Education Links collaboration with regional catering colleges and universities to identify fresh talent.
- Media & PR including Press coverage via local and regional news outlets (Birmingham Mail, Coventry Telegraph, Express & Star) As well as appearances on BBC WM, Free Radio, and community stations to encourage applications.
- DDC Live Events: Pop-up recruitment stands at DDC events in August–September 2025 to speak directly with aspiring traders.

3. Application Process

- Clear Selection Criteria: Agreed with WMCA to ensure fairness, with weight given to creativity, commitment, and regional representation.
- Application Portal - microsite with application form, programme details and video explainer.
- Panel Assessment: Applications reviewed by a joint DDC, NCASS, WMCA panel and experienced traders from the WMCA region.
- Diversity Monitoring: Track applications by location, ethnicity, gender, and experience to ensure inclusive representation.

The growth pipeline and benefits of applying are detailed below and will be woven into the messaging for the launch and recruitment drive and the outline of the programme will be shared on the pilot project page on application portal.

Growth Pipeline – Turning Applicants into Long-Term Quality Traders

A. Stage 1 – Onboarding & Baseline

- Initial Induction: Hosted at DDC's flagship venue with a welcome from the WMCA Mayor, NCASS and DDC founders.
- Skills & Readiness Assessment: Identify current capabilities, trading experience, and support needs for each participant.

B. Stage 2 – Mentorship & Skills Development

- Monthly one-to-one sessions with seasoned DDC traders and industry experts. Specialist clinics on:
 - Menu engineering & cost control
 - Branding & Marketing
 - Operational efficiency in a live trading environment

C. Stage 3 – Real-World Trading at DDC Events

- Guaranteed trading slots at high-footfall DDC markets, festivals, and pop-ups.
- Use of DDC's infrastructure, market stalls, payment systems, back-of-house facilities to reduce risk and costs.
- Immediate feedback from mentors, customers, and the DDC events team.

D. Stage 4 – Industry Exposure & Partnerships

- Introductions to festival organisers, venue managers, and market operators across the West Midlands.
- Opportunities to trade at partner events and explore collaborations with other traders.

E. Stage 5 – Certification & Compliance

- Fully funded NCASS Membership and accredited training (Level 2 & 3 Food Hygiene, HACCP, LPG Gas Safety, Allergen Awareness, etc.) delivered by NCASS

- By January 2026, all participants ready to operate independently in any local market or hospitality setting.

3. Post-Programme Growth Pipeline

- Alumni Network: Participants join a private DDC-led Slack group for ongoing peer support and collaboration.
- Ongoing DDC trading opportunities with graduates receiving priority booking for DDC markets and partner events.
- PR & Profile Building: Continued social media promotion, newsletter inclusion and press features for graduates to boost their brand visibility.
- Market Access Support: Direct recommendations to local authority market teams and private event organisers.
- Funding Connections: Introductions to WMCA's Mayor's Market Fund, BGWM grant programmes, and small business lenders.

4. Measurement & Impact

- KPIs: Number of applications, diversity of participants, graduation rate, post-programme trading frequency, and business revenue growth.
- Tracking Tools: Participant surveys, trading data from events, and alumni follow-ups at 6 and 12 months.

Question 5

Explain how your approach supports WMCA sustainability and inclusive growth approaches

'It is WMCA's mission that carbon emissions decoupled from economic growth and reduced to net zero by 2041. Key considerations include:

- Ensuring that everyone benefits as we transition to a more environmentally sustainable economy.
- Investing in the resilience of our places so that our communities can adapt to the challenges of climate change.
- Using the region's industrial past to create a new future.
- Create places and connections that help us to meet the climate challenge.
- Decoupling prosperity from the consumption of energy and resources.'

We will align with the WMCA approach to sustainability through

- The teaching of low waste practices through project workshops including content on portion control, waste minimisation, and sustainable sourcing.
- All traders will be encouraged and supported to use Reusable & Compostable Materials through the DDC and NCASS supplier network for eco-friendly packaging and service ware including BioPak.
- Encouraging traders to source ingredients locally in order to reduce food miles and support the regional economy such as local growers.
- The use of Energy-Efficient Operations including the use of LPG and where possible bio- LPG.
- The use of low-energy cooking equipment

where possible.

- DDC events operate recycling and waste segregation processes that participants will be able to adopt wherever they trade.

'WMCA have a more deliberate and socially purposeful model of economic growth - measured not only by how fast or aggressive it is; but also, by how well it is created and shared across the whole population and place, and by the social and environmental outcomes it realises for our people.'

The pilot project is rooted in inclusive sustainable growth, this will be demonstrated through a commitment to diversity, expert guidance, a viable business model that has lower barriers to entry and is easily scalable, building a network that supports each other and providing opportunities far beyond the project's completion.

This will be achieved through

- WMCA-Wide Representation: Recruitment targets fair participation from all 7 constituent authorities, with diversity monitoring built into the application process.
- Outreach through community kitchens, cultural organisations, and grassroots networks to ensure women, ethnic minorities, disabled entrepreneurs, and low-income applicants are well represented.
- Accessible application routes via an online portal plus offline submission options via community partners for those without consistent internet access.
- Accredited Training: Fully funded industry-standard certifications (Food Hygiene, Health & Safety, Allergen Awareness, LPG Gas Safety, etc.) improve employability in both self-employment and hospitality sector roles.
- Practical, Real-World Learning: Live trading at events to provide participants with direct customer interaction, operational experience,

and portfolio material for future opportunities.

- Connections to markets, festivals, and private venue operators across the region create pathways for sustained business growth.
- Creating community & cultural value through celebrating diversity in food. The programme actively promotes cuisines and culinary traditions from different cultures, strengthening community identity and cohesion.
- The creation of local economic impact as each successful trader contributes to the vibrancy and spend in local high streets, markets, and events, which, in turn, supports WMCA's town centre regeneration goals.

The long-term impact for WMCA includes:

- Job Creation as successful graduates can scale to multi-site trading or fixed premises, creating employment opportunities.
- Circular Growth: Alumni will mentor future cohorts, embedding a self-sustaining cycle of skills transfer.
- Raising the regional profile by spotlighting diverse local food entrepreneurs.
- Strengthening the West Midlands' reputation as a dynamic and inclusive food destination.

Breakdown of fixed price

Day rate - DDC Director £500 x 2 days / month	£6,000.00
Day rate – DDC senior manager £300 x 2 days / month	£3,600.00
Day rate – DDC team £200 x 10 days throughout project	£2,000.00
Day rate – NCASS Director £500 x 1 day / month	£3,000.00
Day rate – Environmental Health expert £300 x 1 day / month	£1,800.00
Day rate - Gas Engineer £250 x 1 day workshop	£250.00
Day rate – NCASS senior manager £300 x 3 days / month	£5,400.00
Day rate – NCASS team £200 x 10 days throughout project	£2,000.00
PR lead day rate £250 x 8 days throughout project	£2,000.00
Media spend	£5,000.00
Application portal build (landing page and webform, banner on DDC and NCASS website)	£400.00
NCASS Membership inc. all training x 36 businesses	£17,500.00
Mentoring x 2 (hybrid) 10 mentors x 2 sessions per candidate x £100 / session	£2,000.00
Project Manager 2 day / week for 6 months	£7,200.00
Design – Branding and Marketing assets	£1,000.00
Slack x 40 members £275 / month	£1,650.00
Video production	£1,000.00
Knife Skills training (toolbox training)	£250.00
F&B for workshops etc.	£1,000.00
Event production	£10,000
Total	£74,050.00

NATIONWIDE CATERERS ASSOCIATION

Alan Fox - CEO

Email Us: alan@ncass.org.uk
www.ncass.org.uk
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DIGBETH DINING CLUB

Jack Brabant - Director

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[@digbethdiningclub](https://www.instagram.com/digbethdiningclub)

Schedule 3: Pricing and Payment Schedule

The Contractor shall invoice the Authority for the Services in three equal installments in accordance with the Payment Schedule.

The Authority will pay each instalment of the Fee to the Contractor after it is satisfied that the Contractor has delivered agreed Programme Outputs, milestones and deliverables and complied with the Conditions set out in Condition 7 and 8 of this Agreement.

Pricing:

Breakdown of fixed price

Day rate - DDC Director £500 x 2 days / month	£6,000.00
Day rate – DDC senior manager £300 x 2 days / month	£3,600.00
Day rate – DDC team £200 x 10 days throughout project	£2,000.00
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Video production	£1,000.00
Knife Skills training (toolbox training)	£250.00
F&B for workshops etc.	£1,000.00
Event production	£10,000
Total	£74,050.00

Payment Schedule:

Three equal instalments to be made, set out as follows:

- Following recruitment of participants
- On completion of 50% of the programmed activities (milestone specifics TBC as part of Delivery Plan).
- On completion of the contract.

Schedule 4: Approved Subcontractors

DC Tour Ltd T/A “Digbeth Dinning Club”

Schedule 5: Data Protection Schedule

Data Protection Appendix

Part 1

Agreement: This Contract, including terms and conditions, schedules and appendices and any other documents referred to in these documents;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer and Processing take the meaning given in the UK GDPR;

Data Protection Legislation: (i) DPA 2018; (ii) the UK GDPR; and (iii) all applicable Law about the Processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

DPA 2018: Data Protection Act 2018;

Joint Controllers: where two or more Controllers jointly determine the purposes and means of Processing;

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

Personnel: means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-processor engaged in the performance of its obligations under this Agreement;

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in this Agreement or any written instructions provided by the Authority;

Sub-processor: any third Party appointed to Process Personal Data on behalf

of that Processor related to this Agreement.

UK GDPR: as defined in section 3(10) of the DPA 2018.

Parties as separate Data Controllers

- 1.1 Where the Parties are each Data Controllers, they will each comply with all the requirements of the Data Protection Legislation.
- 1.2 The Contractor will notify the Authority of any Personal Data Breach in respect of data processed in connection with the Agreement without undue delay and in any event not later than 24 hours after becoming aware of such Breach.
- 1.3 Whenever the Contractor notifies the Authority of a Personal Data Breach as aforesaid, the Contractor will provide the Authority with such information about such Personal Data Breach as the Authority reasonably requires including the nature of such Personal Data Breach, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned, and provide the Authority with details of the likely consequences of such Personal Data Breach, and the measures taken or proposed to be taken by the Contractor to address such Personal Data Breach including, where appropriate, measures to mitigate its possible adverse effects.
- 1.4 It is agreed and acknowledged by the Parties that any sharing of Personal Data with the Authority for monitoring purposes as set out in this Agreement is necessary for the exercise of the Authority's public task, and that such transfer is lawful under the Data Protection Legislation, and therefore the Contractor will share such Personal Data with the Authority as aforesaid using an appropriately secure means of transfer. The Contractor shall ensure that a suitable privacy notice detailing the data sharing is provided to data subjects in accordance with Articles 13 and 14 of the GDPR.
- 1.5 It is agreed and acknowledged by the Parties that any transfer of Personal Data by the Contractor to the Authority upon the expiry or other termination of this Contract for the purpose of continuity of service is necessary for the exercise of statutory functions conferred on the Authority, and that such transfer is lawful under the Data Protection Legislation, and therefore the Contractor will transfer such Personal Data to the Authority as aforesaid using an appropriately secure means of transfer. The Contractor shall ensure that a suitable privacy notice detailing the transfer is provided to data subjects in accordance with Articles 13 and 14 of the GDPR. The Contractor will delete any copy of such Personal Data unless required by law to continue to store such Personal Data.
- 1.6 Where it is necessary for the Authority to share Personal Data with the Contractor as under this Agreement, the data sharing arrangement at Part 2 of this Appendix shall apply.

Parties as Joint Data Controllers

- 1.6 Where the Parties include two or more Joint Controllers in accordance with UK GDPR Article 26, those Parties shall enter into a Joint Controller Agreement as set out in Part 2 of this Appendix.

Parties as Data Controller and Data Processor

- 1.7 The only Processing that the Contractor is authorised to do as a Processor is listed in Part 2 of this Appendix by the Authority and may not be determined by the Processor. The Processor is only permitted to process Personal Data on behalf of the Authority in accordance with Part 2 of this Appendix and any written instructions of the Authority.
- 1.8 The Processor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 1.9 The Processor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Authority, include:
- (a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.10 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Agreement:
- (a) Process that Personal Data only in accordance with the written instructions of the Authority unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Authority before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and

- (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with this Agreement;
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the transfer of Personal Data is based on adequacy regulations made pursuant to section 17A or 74A of the DPA 2018;
 - (ii) the Processor has provided appropriate safeguards in relation to the transfer as determined by the Authority;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (v) the Processor complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data;
- (e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless required by Law to retain the Personal Data.

1.11 Subject to clauses 1.13 and 1.14, the Processor shall notify the Authority immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;

- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.12 The Processor's obligation to notify under clause 1.12 shall include the provision of further information to the Authority in phases, as details become available.
- 1.13 The Processor's obligation to notify under clause 1.12 is subject to any instructions contained in Part 2 of this Appendix or any written instructions of the Authority.
- 1.14 Taking into account the nature of the Processing, the Processor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.12 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- (a) the Authority with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Authority following any Data Loss Event;
 - (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 1.15 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Authority determines that the Processing is not occasional;
 - (b) the Authority determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

- (c) the Authority determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.16 The Processor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- 1.17 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.18 Before allowing any Sub-processor to Process any Personal Data related to this Agreement, the Processor must:
 - (a) notify the Authority in writing of the intended Sub-processor and Processing;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - (d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 1.19 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.20 The Authority may, at any time on not less than 30 (thirty) Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.21 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 (thirty) Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.22 The Processor shall indemnify and keep indemnified the Authority in full from and against all claims, proceedings, actions, damages, costs, fines, expenses and any other liabilities which may arise out of, or in consequence of a breach or purported breach of the Data Protection Legislation or the performance or non-performance by the Contractor of its obligations under this Agreement in relation to the Data Protection Legislation, including loss of or damage to property, financial loss arising from any breach of the Data Protection Legislation, or any other loss which is caused directly or indirectly by any act or omission of the Contractor arising from any breach of the Data Protection Legislation. The Service shall not be responsible for any loss, damage, cost or expense if and to the extent that it is caused by

the negligence or willful misconduct of the Authority or by breach by the Authority of its obligations under this Agreement.

Schedule of Processing, Personal Data and Contracts

Part 2

Processing, Personal Data and Data Subjects

This Schedule must be completed before the Contract is signed.

1. The contact details of the Authority's Data Protection Officer are:
 - (a) Gurmit Sangha gurmit.sangha@wmca.org.uk
2. The contact details of the Contractor's Data Protection Officer are:
 - (a) Adam Palethorpe adam@ncass.org.uk
3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Authority is the Controller, and the Contractor is the Processor.
Data Processing Instructions – complete only for data processors <i>(This table sets out the instructions that the Authority gives to the data processor)</i>	
Subject matter of the processing	The processing is needed to ensure that the Processor can effectively deliver the Agreement, to develop a street food startup incubator.
Duration of the processing	For the duration of the Agreement and afterwards as required and instructed by the Authority in writing.
Nature and purposes of the processing	
Type of Personal Data being Processed	Types of personal data being processed may include various data of third party participants involved Project including: • Name • Business name/employer's name • Business address and/or contact details/bank account details • Equality data required under the provisions of the Equality Act 2010 public sector equality duty • Comments, advice, complaints on service provided.

Categories of Data Subject	Categories of Data Subject may include: • Directors and Officers • Staff (including volunteers, agents, and temporary works) • Customers/clients, suppliers.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	As instructed in writing by the Authority.
Additional instructions for Data Processors	Data Processors must comply with the minimum legal requirements for personal data handling.



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Envelope Details

Title	Agreement for the Development of a Streetfood Startup Incubator Pilot
Author	Daljinder Biling (daljinder.biling@wmca.org.uk)
Envelope Created on	Wed, 24 Sep 2025 13:52:35
Envelope ID	7e08b02d-2768-4a8e-a3b6-5bd12d2d6f10

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Document Signers Scan/Click the QR Code to view signature information

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Title	Gloria - 3604848 - Agreement for the Development of a Streetfood Startup Incubator Pilot
Author	Daljinder Biling (daljinder.biling@wmca.org.uk)
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