### Element I Invest East Riding Website

### Background

In September 2020, the Business Investment Services Team launched a beta version of a new brochure website for their services, which has been branded as Invest East Riding:

#### https://www.investeastriding.co.uk/

The new site aims to sell the East Riding by providing information relevant for businesses and individuals who are looking to start, grow or locate their business in the East Riding.

It aims to showcase the regions assets as a desirable place to invest, live and work.

The Invest East Riding site is a big improvement from our old content, which was hidden within the main corporate site, but we feel there is still scope for improvement, to make the website look more commercial and professional. In particular we would like to see the Invest East Riding branding incorporated throughout the site. With the use of striking imagery, video footage and improved content, written in more of a digital style, we feel it would improve the customer experience and movement around the website.

### Requirement Aims/Objectives/Vision

Our main aim for the site is to provide information to business (set within 4 profile groups, see appendices) and aid them with their success.

To promote the East Riding to potential investors in order to secure their investment within our area.

To have a streamlined website which has the same tone of voice and branding throughout in order to promote the service and offering that the Investment team can provide to our target audience.



### Element 2 Invest in Goole Branding

### Background

We have attached the Rail Village Concept proposal, this website aims to encompass all of the elements of the rail village into one overarching brand. Previously we had the "Gateway Goole" brand and website, however these were made redundant approx. 8 years ago. With all the new projects and developments happening in the Goole area we feel that something new is required.

It would be good to have ideas for an overall Goole brand and potentially a "Rail Village" sub-brand, but happy to take suggestions on this. We already have a brand identity for the RaisE business centre which is attached.

Another element that we will need to link in with is the Goole Town Deal <u>https://www.gooletowndeal.co.uk/</u> They have just submitted their bid for the Towns Fund <u>https://www.gooletowndeal.co.uk/wp-content/uploads/2021/02/Goole-Town-Investment-Plan.pdf</u> which could offer some insight into the work planned for the Town Centre including the previous work "Haven of Opportunity". A new masterplan is currently being worked on by an external company to accompany this Town Investment Plan.

#### Requirement

#### Aims/Objectives/Vision

To have an engaging and memorable brand for Goole which can be used for the website, marketing collateral and advertising including billboards to promote the location.

To combine all the projects that are happening in and around Goole and to align with the existing Invest East Riding and RaisE business centre brands, so all complement each other.

To show that Goole is the place to invest, work and live.

Goole Rail Village is the rail hub of the North and the best place for rail supply chain to be located due to the recent investment of Siemens Mobility (endorsed by Prime Minister Boris Johnson).



### Element 3 Invest in Goole Website

### Background

Following on from the new branding exercise, we would then like to have a new Goole website using this new brand. I have attached the concept and a potential outline plan for the potential pages of the site. There will be a business centre element to the website to mirror <u>http://ergoconnects.co.uk/</u> but this can sit within the new site, rather than requiring its own.

### Requirement

#### **Aims/Objectives/Vision**

Our main aim for the site is to provide information to business (set within 4 profile groups) and aid them with their success.

To promote the East Riding to potential investors in order to secure their investment within our area.

To have a streamlined website which has the same tone of voice and branding throughout in order to promote the service and offering that the Investment team can provide to our target audience.

To promote and sell the opportunities at Goole, advising investors of the potential land/sites available and the projects that they can be involved in.



### Technical Requirements Websites (IER & Goole)

### Invest East Riding Website functionality to include, but is not limited to:

- Inspiring/impact Homepage landing page without scroll down
- Directory / search function for the council's business centres interactive map to show availability of office and workshop units, walk throughs and short video clips of each of the business centres to show workspace/conference & meeting facilities etc interactive floorplans of centres to show available units (with details incl. size and cost) Some good examples of this: <a href="https://vfloorplan.com/">https://vfloorplan.com/</a>
- Directory of development sites within the East Riding
- Contact us form for enquiries with additional fields and consent ticks
- News blog section (needs to be an engaging template page, not too bland)
- The Supply Chain Network prominence
- Events section
- Our team section with images and contact details potentially with additional info to mirror the campaigns we have been doing on social media

### Invest in Goole Website functionality to include, but is not limited to:

- Inspiring/impact Homepage landing page without scroll down
- Directory of development sites within the East Riding
- Details of the projects in the town area see attachment for further guidance
- Contact us form for enquiries with additional fields and consent ticks
- The Supply Chain Network prominence
- Our team section with images and contact details potentially with additional info to mirror the campaigns we have been doing on social media

### **Technical Features for both:**

- Must be compatible for both desktop and mobile users, with good quality images and quick load times, speedy and efficient with streamlined navigation
- Website content must be editable by the Business Investment Services team using appropriate/easy to use CMS system to allow flexibility. Ability to update business centre unit availability. We need to be able to amend content, imagery links and an easy way to add events and news
- Ability to add in SEO and tags in the back end
- We require standard google analytics on the site to show the number of hits, popular page views, traffic sources

### Additional info to support

We have attached customer profiling documents and some stats from our current site to show you how this is currently used, additional analytics can be provided as requested.



### Examples of other 'invest' websites showing good practice

https://investhull.co.uk/ https://www.business.london/invest https://www.investleedscityregion.com/ https://www.investnel.co.uk/ http://investglasgow.com/ https://www.locateinkent.com/ https://investinnorthlincolnshire.com/

### Search Engine Optimisation

Website needs to perform well in organic search results for specific keywords, whether written or spoken and support our "Invest" brands. The website will also need to be able to support traffic directing from organic and paid for social media traffic from campaigns developed in-house.

### Hosting, support & maintenance

Initially, we would require our chosen agency to host this site for us for a period of 24 months Prices to extend support after the initial 24 month to be included in your proposals.

After the 24 months we may make the decision to bring this website in house onto our own hosting infrastructure and full access to the website's source files and database will need to be made available. Website needs to use latest technology, must be secure using HTTPS, hosted within the UK, be backed up every 24 hours, fast and provide page loads of speeds averaging between 2 and 3 seconds.

### What we require from the successful agency

- Design of the websites
- Design of the new Goole brand
- Copywriting of content in correct tone of voice including news and blogs within the 24 month hosting period
- Consistent use of our Invest East Riding branding guidelines attached
- Examples of images and video that can be used effectively on pages to showcase the services on offer.
- Creation of maps and infographics to match the brand
- We would envisage the supplier provides proposals on the website content and the types of video and images needed.



# Additional Information Deadlines & Pitch Process

### Next steps and how our tender process works including deadlines

The branding and website will be developed in partnership with the council's Business Investment Services team and within our guidelines for branding. Full ownership of all intellectual rights and creative assets produced for this campaign including but not limited to artwork, photography and film will be the property of East Riding of Yorkshire Council.

### Added Value

Do you feel that your agency can offer any added value to this piece of work? If so, we would welcome this at the pitch stage.

### Timescale

We are looking to have a live presence with the Goole website by June 2021 and Invest East Riding by September 2021. As there is an existing presence for Invest East Riding (with greater work to do in terms of content and capability) we feel the first priority is the Goole branding and website.

### Budget

The value of this initial piece of work will be:

Elements 1, 2 & 3 – up to  $\pounds$ 50,000 to develop, host, launch and provide ongoing maintenance of both websites for 24 months and the branding pack for Goole. With the possibility of additional work/payment to extend the support.

We will require a comprehensive breakdown of how the budget will be spent over the 24 months

### We have three briefs that can be quoted for – agencies can quote for one, two or all elements:

- Element I Invest East Riding website
- Element 2 Invest in Goole branding
- Element 3 Invest in Goole website

#### Scoring

Scoring of this tender will be on the following:

- Project management critical dates plan (ability to meet timeframe) and dedicated key account manager for the project duration. (25%)
- Quality of campaign (20%)
- Innovation and creativity of design including initial concept ideas (25%)
- Price and value for money (20%)
- Track Record/portfolio (5%)
- Flexibility in the agencies approach to working with other agencies, as required. (5%)

Any questions prior to stage one can be submitted to the contacts below and there will be an opportunity to ask further questions during stage two.



#### Stage One - Expression of interests to be submitted

Agencies should submit their expressions of interest by 12 noon on Monday 22<sup>nd</sup> March 2021.

To be supplied with a portfolio of work previously undertaken, including evidence of a developed content management system, which would be advantageous with particular focus on public sector business investment, plus examples of work/websites of a similar scale required, brand development, SEO, working in partnership with other agencies and measuring success reporting that has been undertaken.

Confirmation of public liability insurance, preferably up to £10 million

An assessment of each expression of interest will take place. The successful agencies will be invited to move forward to stage two and will be contacted no later than Friday 26<sup>th</sup> March 2021.

#### Stage Two – Fact Finding and Creative Production

Successful agencies will have 2 weeks to research, fact find and put together their creative concepts including visual portrayals for the brand, website and marketing campaign. During this time they will have the opportunity to contact stakeholders within East Riding of Yorkshire Council. If agencies would like to meet with any particular groups, the procurement team who will award this contract will endeavour to arrange.

#### Stage Three – Pitch

Agencies to present w/c Monday 12<sup>th</sup> April 2021 to members of the procurement team from East Riding of Yorkshire Council. A full copy of the proposal must be provided to the project team at the end of the presentation. Location for the presentation to be confirmed.

A fee of  $\pounds$ 250 will be paid to successful agencies on presentation of their pitch towards the costs of the research and initial creative stage. Agencies will be given up to 1 hour 30 minutes to present their ideas.

#### Stage Four – Successful tender notification

The successful agency will be notified by the close of play on 21<sup>st</sup> April 2021.

#### Stage Five - Website development

Branding and website development for Goole will take place throughout April 2021 to June 2021 with a view to being ready for a public launch during June 2021.

Website development for Invest East Riding will take place throughout April 2021 to September 2021 with a view to being ready for public launch during September 2021.

#### Stage Six – Post Production

The successful agency will be involved in ongoing hosting, development, support and maintenance for the length of this tender, working in partnership with the council when the Invest East Riding and Goole websites have gone live. We will require a comprehensive breakdown of how the budget will be spent over the 24 months.

#### Submissions to:

<u>Ann-marie.davison@eastriding.gov.uk</u> and/or <u>bekki.banks@eastriding.gov.uk</u> Large files via a file sharing site please (WeTransfer preferred)



### **Contact Details**

### Ann-Marie Davison

Senior Inward Investment Officer Email: <u>ann-marie.davison@eastriding.gov.uk</u> Tel: (01482) 391644

### Bekki Banks

Inward Investment Project Manager Email: <u>bekki.banks@eastriding.gov.uk</u> Tel: 07971 837512

Please note the council's terms and conditions apply to any work commissioned. Please see attached T&Cs for further information and direct any queries to the contacts above.









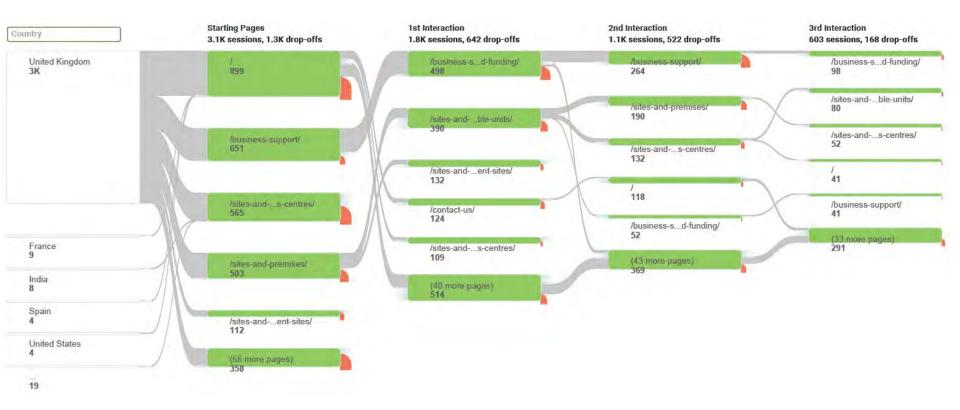
# Invest East Riding Website Analytics

Date range: 1<sup>st</sup> Sept 2020 – 21<sup>st</sup> Feb 2021

## **Behaviour Overview**

Page Views							
500							
200			Ν				
~~////	1~	A	November 2020	December 2020	Januar	y 2021	February 2021
Page Views		Unique Page Views	Avg. Time on Page	Bounce Rate	% Exit		
11,969 Mummunum	man	7,738 Wirmin Minimum	00:01:21 Mmhammanna	33.94%	25.80%	multimeters	
	Pag	le				Page Views	% Page Views
	1. /				ø	1,783	14.90%
	2. /bu	siness-support/			B	1,255	10.49%
	3. /sit	es-and-premises/business-	centres/		Ð	1,150	9.61%
	4. /bu	siness-support/grants-and-	funding/		P	925	7.73%
	5. /site	es-and-premises/			4	917	7.66%
	6. /sit	es-and-premises/business-	centres/rentable-units/		Ð	632	5.28%
	7. /contact-us/				Ð	513	4.29%
	8. /sites-and-premises/development-sites/				æ	502	4.19%
	9. /bu	siness-support/business-ac	lvice/		(P)	222	1.85%
	10 /01	es-and-premises/business-	contrac/tonante/		æ	214	1.79%

## **Behaviour Flow**



## Site Content - Overview

P	Page 19	Page Views 🔹 🤟	Unique Page Views	Avg. Time on Page	Entrances	Bounce Rate	% Exit
		<b>11,969</b> % of Total: 100.00% (11,969)	<b>7,738</b> % of Total: 100.00% (7,738)	00:01:21 Avg for View: 00:01:21 (0.00%)	<b>3,088</b> % of Total: 100.00% (3,088)	33.94% Avg for View: 33.94% (0.00%)	25.80% Avg for View: 25.80% (0.00%)
1.	٩.	1,783 (14.90%)	1,017 (13.14%)	00:01:58	888 (28.76%)	35.25%	28.21%
2.	/business-support/	1,255 (10.49%)	777 (10.04%)	00:00:30	651 (21.08%)	15.05%	27.89%
3.	/sites-and-premises/business-centres/	1,150 (9.61%)	614 (7.93%)	00:00:45	413 (13.37%)	31.48%	20.70%
4.	/business-support/grants-and-funding/	<b>925</b> (7.73%)	695 (8.98%)	00:01:41	70 (2.27%)	75.71%	37.62%
5.	/sites-and-premises/	917 (7.66%)	579 (7.48%)	00:00:35	503 (16.29%)	33.20%	37.84%
6.	/sites-and-premises/business-centres/rent Jable-units/	<b>632</b> (5.28%)	447 (5.78%)	00:00:52	18 (0.58%)	50.00%	18.51%
7.	/contact-us/ @	513 (4.29%)	304 (3,93%)	00:02:25	85 (2.75%)	64.71%	39.57%
8.	/sites-and-premises/development-sites/	<b>502</b> (4.19%)	342 (4.42%)	00:00:48	103 (3.34%)	54.37%	25.50%
9.	/business-support/business-advice/	222 (1.85%)	160 (2.07%)	00:01:21	20 (0.65%)	55.00%	20.27%
10.	/sites-and-premises/business-centres/tena Jants/	214 (1.79%)	138 (1.78%)	00:01:55	12 (0.39%)	50.00%	25.70%

## Site Content - Landing Pages

			Acquisition			Behaviour			
L	anding Page	Sessions 🤋 🦊	% New Sessions	New Users	Bounce Rate	Pages/Session	Avg. Session Duration		
		<b>3,088</b> % of Total: 100.00% (3,088)	63.41% Avg for View: 63.41% (0.00%)	<b>1,958</b> % of Total: 100.00% (1,958)	<b>33.94%</b> Avg for View: 33.94% (0.00%)	3.88 Avg for View: 3.88 (0.00%)	00:03:52 Avg for View: 00:03:52 (0.00%)		
1.	/	888 (28.76%)	39.75%	353 (18.03%)	35.25%	4.51	00:05:48		
2.	/business-support/	<b>651</b> (21.08%)	90.63%	590 (30.13%)	15.05%	3.13	00:01:43		
3.	/sites-and-premises/	503 (16.29%)	82.31%	414 (21.14%)	33.20%	3.50	00:01:41		
4.	/sites-and-premises/business-centres/	413 (13.37%)	74.09%	306 (15.63%)	31.48%	4.88	00:05:06		
5.	/sites-and-premises/development-sites/	103 (3.34%)	57.28%	<b>59</b> (3.01%)	54.37%	3.04	00:02:27		
6.	/contact-us/	85 (2.75%)	43.53%	37 (1.89%)	64.71%	3.40	00:04:03		
7.	/business-support/grants-and-funding/	70 (2.27%)	15.71%	11 (0.56%)	75.71%	1.47	00:03:48		
8.	/sites-and-premises/business-centres/?entry=ri verview_business_centre	<b>41</b> (1.33%)	75.61%	31 (1.58%)	41.46%	4.00	00:02:10		
9.	/sites-and-premises/business-centres/?entry=b	30 (0.97%)	76.67%	23 (1.17%)	46.67%	2.87	00:01:35		
10.	/sites-and-premises/business-centres/?entry=m	24 (0.78%)	66.67%	16 (0,82%)	37,50%	3.75	00:02:11		

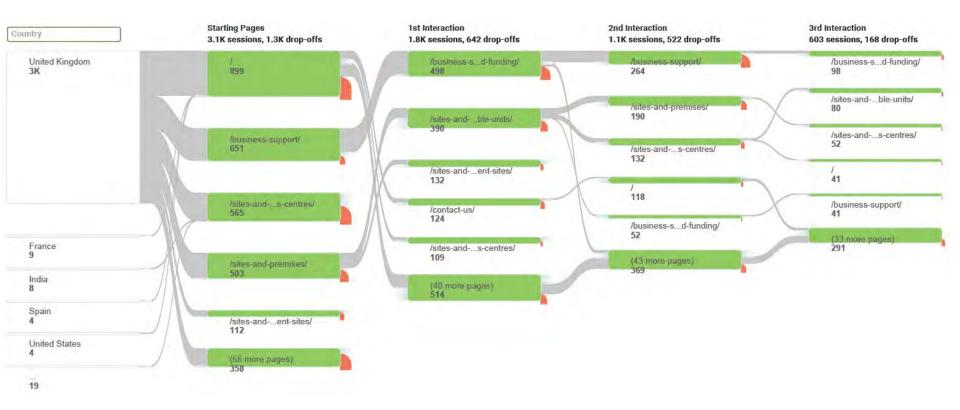
## Site Content – Exit Pages

F	age 🦷		Exits 🔹	Page Views	% Exit
			<b>3,088</b> % of Total: 100.00% (3,088)	11,969 % of Total: 100.00% (11,969)	25.80% Avg for View: 25.80% (0.00%)
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8.	/sites-and-premises/business-centres/rentable-units/	æ	<b>117</b> (3.79%)	<b>632</b> (5.28%)	18.51%
9.	/sites-and-premises/business-centres/tenants/	ي ا	<b>55</b> (1.78%)	214 (1.79%)	25.70%
10.	/business-support/business-advice/	(J)	<b>45</b> (1.46%)	222 (1.85%)	20.27%

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## Traffic Source/Medium

		Acquisition			Behaviour		
s	ource/Medium	Users 🔹 🤟	New Users	Sessions	Bounce Rate	Pages/Session	Avg. Session Duration
		<b>1,965</b> % of Total: 100.00% (1,965)	<b>1,958</b> % of Total: 100.00% (1,958)	<b>3,088</b> % of Total: 100.00% (3,088)	<b>33.94%</b> Avg for View: 33.94% (0.00%)	3.88 Avg for View: 3.88 (0.00%)	00:03:52 Avg for View: 00:03:52 (0.00%)
1.	eastriding.gov.uk / referral	1,005 (47.29%)	961 (49.08%)	1,202 (38.92%)	26.46%	3.25	00:01:57
2.	google / organic	437 (20.56%)	389 (19.87%)	679 (21.99%)	38.44%	3.74	00:03:16
3.	eastriding.org.uk / website	341 (16.05%)	306 (15.63%)	476 (15.41%)	38.24%	3.54	00:02:55
4.	(direct) / (none)	213 (10.02%)	205 (10.47%)	<b>471</b> (15.25%)	38.64%	6.43	00:10:38
5.	Facebook / social	30 (1.41%)	26 (1.33%)	53 (1.72%)	56.60%	2.02	00:01:48
6.	idoxopen4business.co.uk / referral	28 (1.32%)	23 (1.17%)	71 (2.30%)	29.58%	3.15	00:03:35
7.	bing / organic	18 (0.85%)	18 (0.92%)	23 (0.74%)	56.52%	2.43	00:02:02
8.	Twitter / social	<b>9</b> (0.42%)	4 (0.20%)	24 (0.78%)	45.83%	3.38	00:05:11
9.	hulldailymail.co.uk / referral	<b>6</b> (0.28%)	6 (0.31%)	6 (0.19%)	33.33%	3.83	00:02:17
10.	eastriding.typeform.com / referral	5 (0.24%)	0 (0.00%)	21 (0.68%)	28.57%	5.05	00:09:58

## Which devices are used?

	Acquisition			Behaviour			
Device Category	Users 🤉 🤟	New Users 7 Sessions 7		Bounce Rate	Pages/Session	Avg. Session Duration	
	<b>1,965</b> % of Total: 100.00% (1,965)	<b>1,958</b> % of Total: 100.00% (1,958)	<b>3,088</b> % of Total: 100.00% (3,088)	33.94% Avg for View: 33.94% (0.00%)	3.88 Avg for View: 3.88 (0.00%)	00:03:52 Avg for View: 00:03:52 (0.00%)	
1. desktop	1,138 (57.88%)	1,130 (57.71%)	1,985 (64.28%)	31.74%	4.24	00:04:53	
2. mobile	698 (35.50%)	698 (35.65%)	933 (30.21%)	38.48%	3.11	00:01:50	
3. tablet	130 (6.61%)	130 (6.64%)	170 (5.51%)	34.71%	3.89	00:03:10	



Appendix 2

Invest East Riding Style Guidelines



## VISUAL GUIDELINES





### INTRODUCTION

## Invest East Riding Visual Guidelines

These visual guidelines for Invest East Riding comply with, and should at all times be used in conjunction with, East Riding of Yorkshire Council's corporate ID and Style Guide (available on the council's intranet). Before producing any materials outside of this style, please consult the Senior Inward Investment Officer (ann-marie.davison@eastriding.gov.uk).

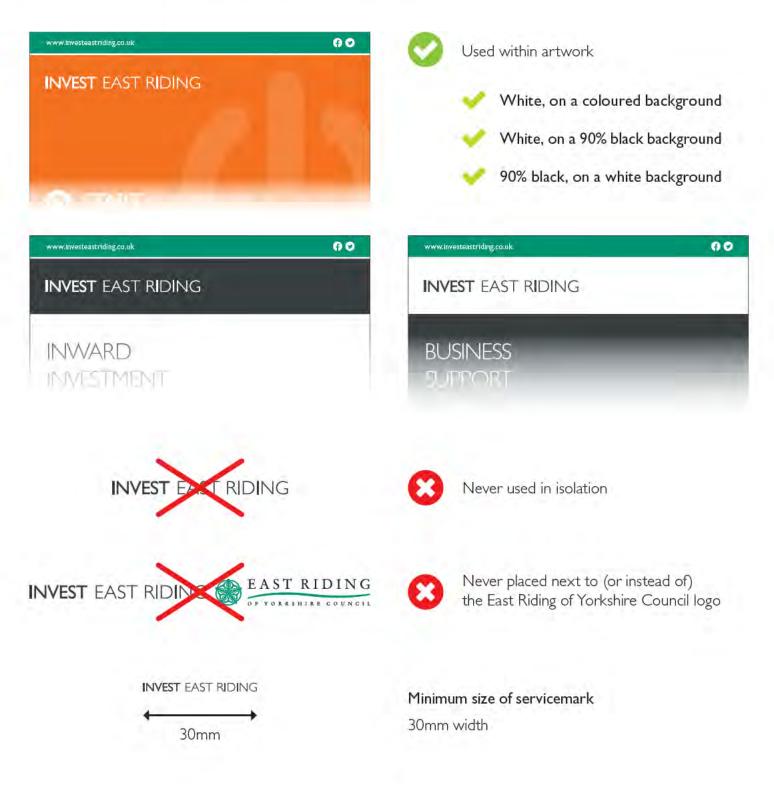
These visual guidelines have been developed to provide a unified message to the public. Brochures, flyers, posters and any other artwork should be designed and printed by Print and Design in order to ensure consistency of style and quality. The Print and Design team are able to offer design assistance for artwork creation at any time (printanddesign@eastriding.gov.uk).



### SERVICEMARK

### The servicemark should be at the top of the page, in white or 90% black. This is fixed style – do not try to recreate it.

The Invest East Riding servicemark must never be used in isolation, but always in conjunction with East Riding of Yorkshire Council's logo and corporate ID and Style Guide.



## COLOURS AND PAGE ELEMENTS

### AREA COLOURS AND ICONS

Three service areas have an allocated colour. These colours should only be used for these areas. Each area also has an icon which can also be used as a watermark.

### "START"

Orange (Pantone Orange 021c)	
СМҮК	0 69 100 0
RGB	254 80 0

### "LOCATE"

Cyan (Pantone Process Blue)			
СМҮК	100 13 1 2		
RGB	0 133 202		



## "GROW"

Lime Green (Pantone Green 382c)	
СМҮК	28 2 100 0
RGB	195 212 46



# GROW

### OTHER COLOURS

Green (Pantone 3288c) is the council's default colour, and all council colours may be used. Feel free to choose one of the following colours if your document doesn't fit in the above three areas.

To ensure consistent reproduction of colours, please refer to the numerical data ashown

Green (Pantone 3288c)		Dark Blue (Pantone 072c)		Red (Pantone 187c)		Purple (Pantone Purple)		Pink (Pantone Magenta)		Yellow (Pantone 108c)	
СМҮК	99 3 68 12	СМҮК	100 95 0 3	CMYK	7 100 82 26	СМҮК	40 90 0 0	СМҮК	0 100 0 0	СМҮК	0 14 100 0
RGB	0 130 100	RGB	16 6 159	RGB	166 25 46	RGB	187 41 187	RGB	236 0 140	RGB	254 219 0

If you wish to use a black (grayscale) colour scheme, then please use a 90% tint of solid black.

### CONTACT BANNER

All documents should have the council's 'contact banner' included at the top of the cover/front page only. The default web address is **www.investeastriding.co.uk**, but this may change if not relevant to the document.



## TAGLINE AND TYPOGRAPHY

### **TAGLINE**

The tagline for the service is as follows, and should always be written in this way:

### Taking care of business and supporting business growth

You may add "in the East Riding of Yorkshire" if you are targeting people from outside the area. This is encouraged for use at events and exhibition stands:

### Taking care of business and supporting business growth in the East Riding of Yorkshire

### TYPOGRAPHY

### Every artwork needs a consistent look and feel. Gill Sans Light and Regular to be used throughout.

Don't use any other corporate fonts or non-corporate fonts. Don't distort, compress, extend or change the fonts in any way.

### **GILL SANS LIGHT**

Gill Sans Light should be used for TITLES and body text. This should be in CAPITAL LETTERS for titles.

## GILL SANS REGULAR

Gill Sans Regular should be within body text to highlight important information.



Gill Sans Bold should be avoided where possible.

Minimum point size **10pt** This is an example of 10pt text

Avoid creating artwork with a point size below 10pt.

### PHOTOGRAPHY

### The East Riding area and it's people are the main focus. Use strong images, with photographs of real people where possible.

Use realistic photographs. Avoid using stock images, overly posed shots, montages and photos of individual people looking directly into the camera.

Your service is responsible for building its own library of photographs and ensuring that permission is obtained from service users for their image to be used for marketing purposes. Try to anticipate events which are likely to provide strong, relevant images and opportunities for both natural and set-up shots. A consent form is available on the intranet.

Professional photographs should be used at all times and the council has a list of approved photographers. For more information search 'Photography Services' on the intranet. The council has a library of images which are available on the intranet and can be added to so that other areas can share photography. Check this before purchasing other images.



Local area, buildings and views



Local people and workforce



Inclusive and diverse people



Events



Generic stock images



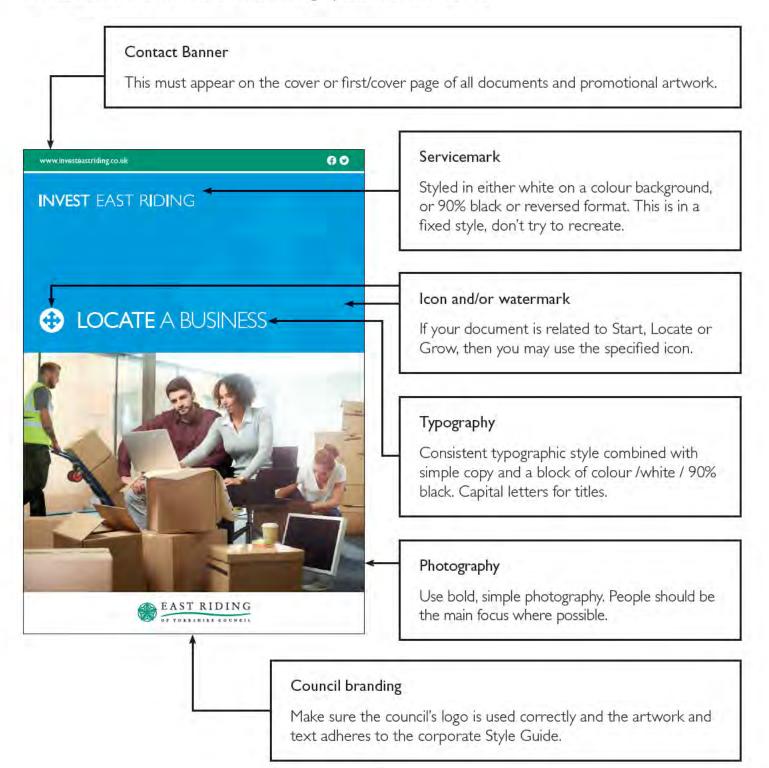
**Montages** 

### STYLE BREAKDOWN

A large bold image, combined with the servicemark and block of colour/white/black. A short, concise message that will influence the reader.

The effectiveness of the branding relies on each element working together. Below are the individual elements that make up the whole design.

Be aware that less is often more when creating a poster, banner or advert.

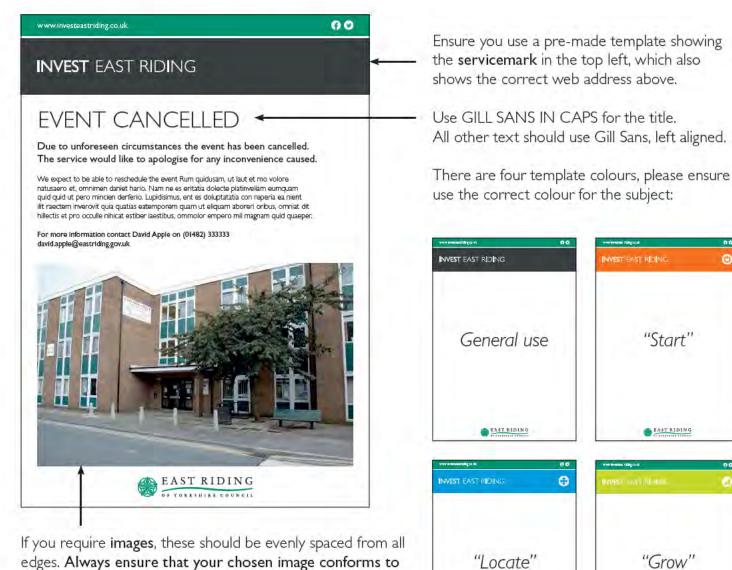


## GENERATING INTERNAL ARTWORK

### These guidelines should be followed accurately.

### These headers are available for use, and should not be recreated.

Flyers, posters and any detailed artwork must be designed and printed by Print and Design in order to ensure consistency of style and quality. One-off posters or basic documents that are time-sensitive may be created as necessary. The communications team are able to offer assistance at any time.



the guidelines in the 'Photography' section.

**East Riding of Yorkshire Council Logo** should be in the centralised position at the bottom. See the corporate ID and Style Guide for more information on the use of the logo.

If you are having difficulty *accurately* producing artwork for internal use, contact Print and Design (printanddesign@eastriding.gov.uk) who can arrange to do this for you.

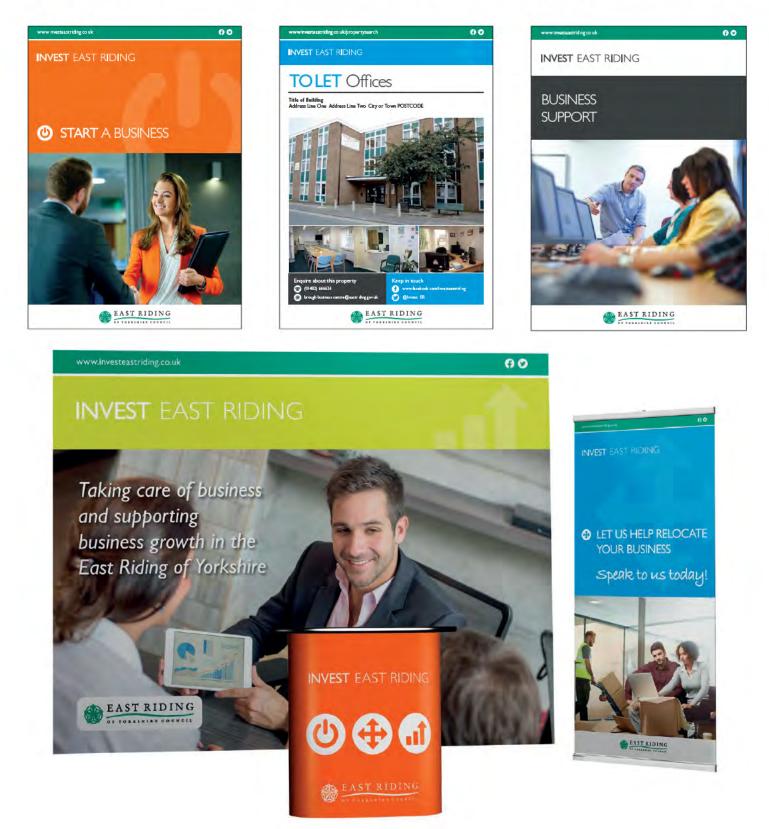
EAST RIDING

EAST RIDING

## EXAMPLES OF STYLE

### This branding has been designed to be suitable for many uses and sizes.

All elements should be used at once – contact banner, servicemark, council branding, typography and images – to create a complete design. These examples show how the elements can be combined to create an overall design.









# **Customer Profiling**

**IER Website** 

## New Startup

- How to setup a new business establish, paperwork, recruitment, premises
- What support can they get?
- Is there any funding available for them?
- Transport links

## **Existing Business**

- Expansion locations sites/offices
- Funding support
- Recruitment/skills support
- Support for diversifying and linking in with supply chain

# **UK Investor**

- Land/premises
- Funding available
- Support available skills, training, planning help etc
- Locations to live and workforce
- Transport links (workforce & import/export)

# International Investor

- What land is available?
- What skills are available?
- Towns to live
- Any benefits to locating in ERYC
- Where in the world is ERYC? links to air and sea to key cities
- Packages available for site visits
- Supply chain in the area
- Transport links (for workforce and for goods import/export)



## INVEST EAST RIDING



EAST RIDING



# Goole Rail Village







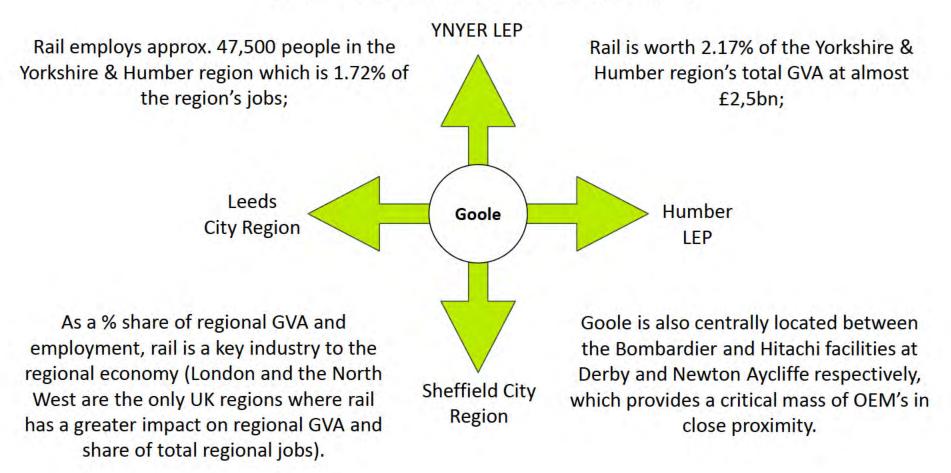
GROW

## Goole Rail Village – The Location

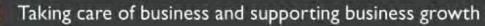
LOCATE

START

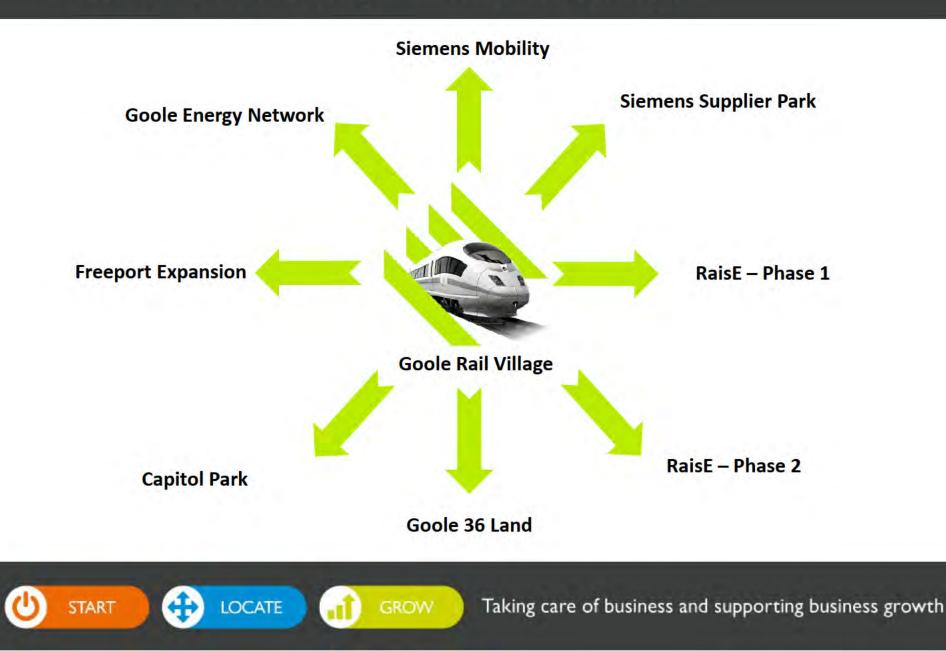
Goole at the centre of the Yorkshire Rail Industry



GROW



## Goole Rail Village – The Concept



# Siemens Mobility



LOCATE

GROW

- £200m investment
- 700 direct jobs, 1700 supply chain roles plus a further 250 during construction
- Site size 271,000 sqm
- Up to 75,000 sqm of Buildings footprint

- Construction started October 2020
- Construction complete April 2022
- Fully operational April 2023

START

# Siemens Supplier Park

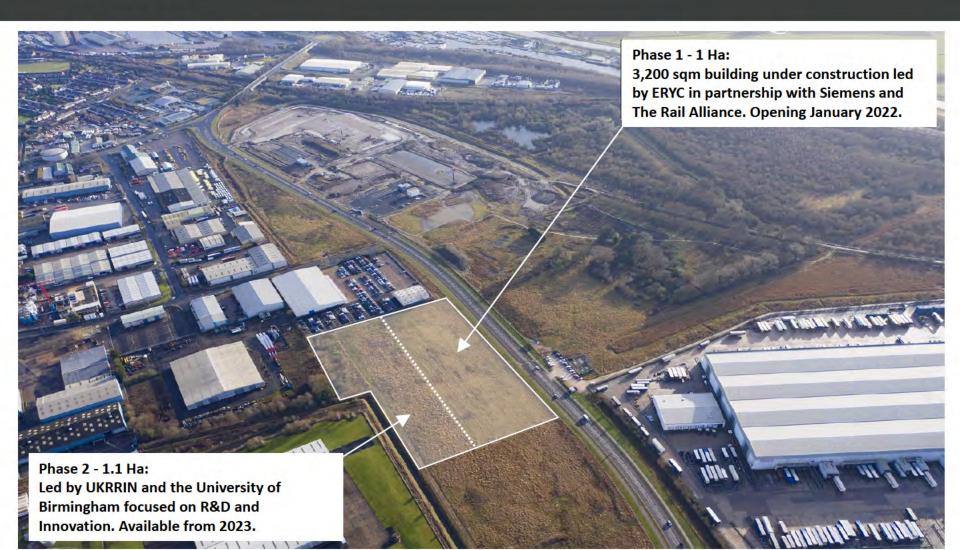
Area of land within Siemens main operational area (Plot E) designated for supply chain businesses with warehousing requirements.





GROW

## RaisE









## RaisE – Phase 1



Rail accelerator & innovation solutions hub for Enterprise

First two floors will be offices and workshops available to rent, along with meeting and conference space. Third floor will be private offices for Siemens





GROW

# RaisE Phase 1: SME Space

Benefits for small and medium businesses taking space in RaisE

- Monthly licence fee, flexible 'easy-in, 'easy out' terms
- Good selection of office and workshop sizes to choose from
- Manned reception area providing visitor meet and great, postal services and administration support
- Secure with 24/7 access and on site parking
- DDA compliant
- Conference and meeting rooms available to hire
- Access to the rail industry sector and supply chain
- Business support & advice service available through East Riding's team of Business advisors

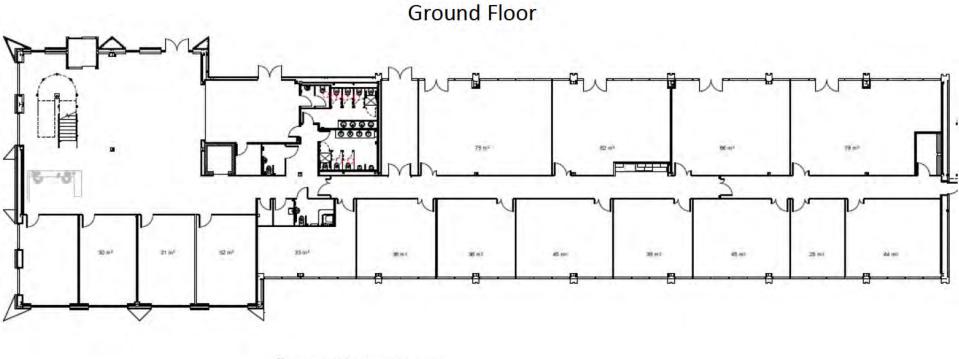
For more information on taking office space at RaisE contact Amanda Hoggart, Business Centre Manager Email: <u>Amanda.Hoggart@eastriding.gov.uk</u>





GROW

# **RaisE Business Centre - Floorplans**



3 meeting rooms 4 x workshops 8 x offices

4

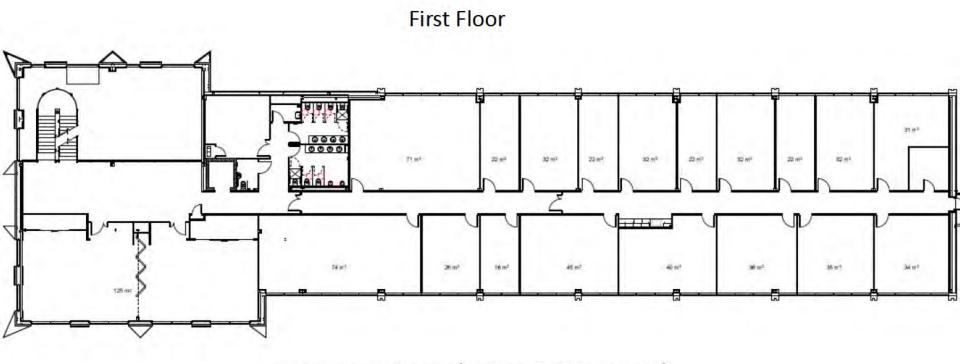
START

LOCATE

\*please note layouts subject to change

GROW

# RaisE Business Centre - Floorplans



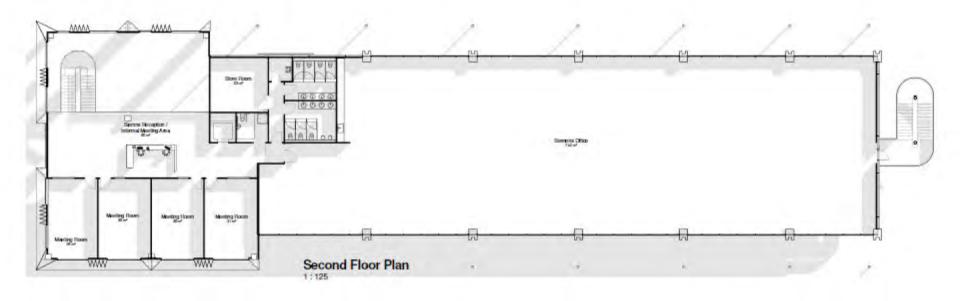
Conference Room (can be split into two) 17 x offices \*please note layouts subject to change

GROW



## RaisE Business Centre - Floorplans

Second Floor – Siemens Open Plan offices



GROW



## RaisE – Phase 2

LOCATE

START

GROW

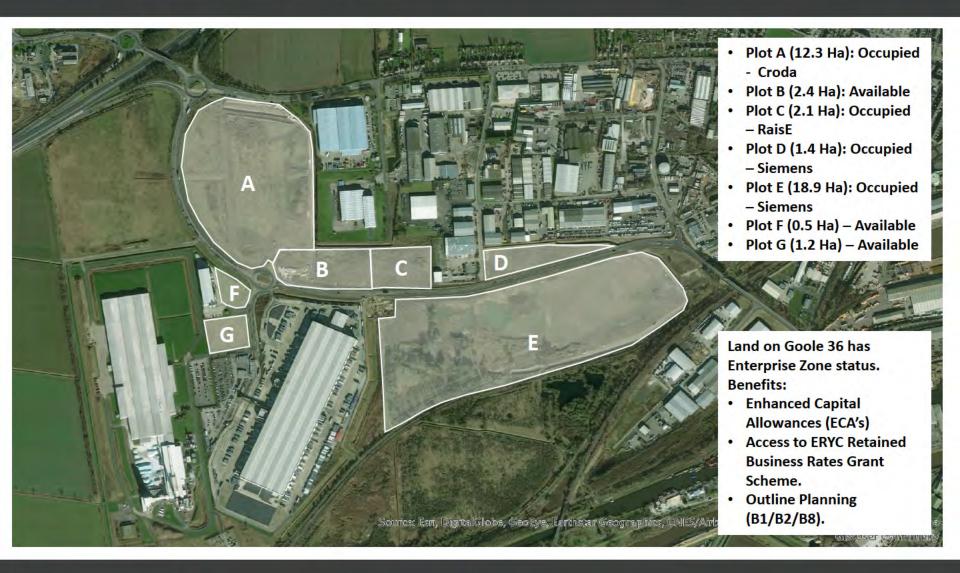


- Led by UKRRIN and the University of Birmingham focused on R&D and Innovation.
- Looking to replicate AMRC (Sheffield) & MTC (Coventry) concept.
- Satellite location for BCRRE & UKRRIN Digital Systems Innovation Centre
- Remaining area of plot C for Phase 2 is 2.7 acres.

# Goole 36 Land

LOCATE

START



GROW

# **Capitol Park**

**Capitol Park extends to 12 Hectares and has Enterprise** Zone status. **Benefits:** 

- Enhanced Capital Allowances (ECA's)
- Access to ERYC Retained **Business Rates Grant** Scheme.
- **Outline Planning** • (B1/B2/B8).





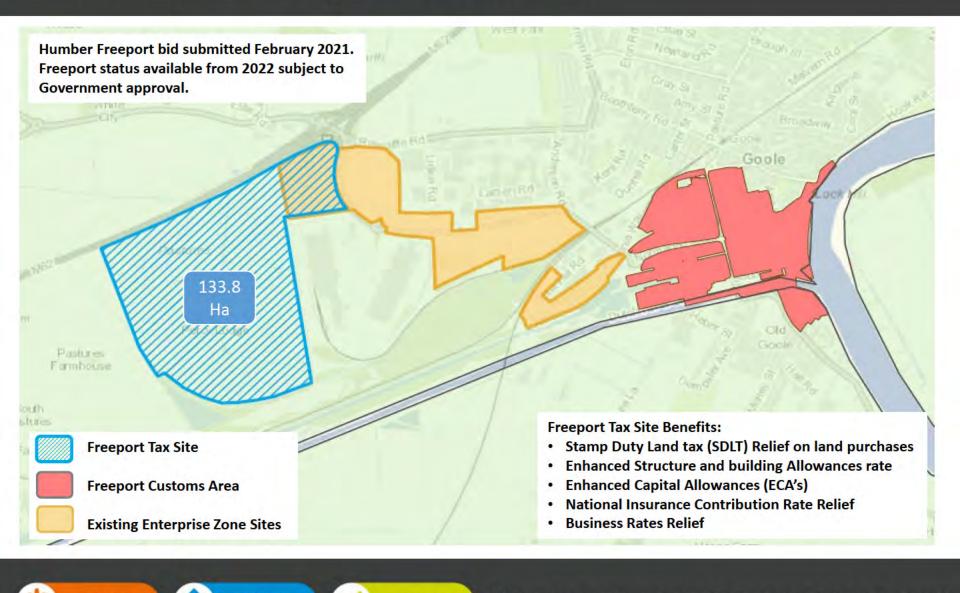




# **Freeport Expansion Sites**

LOCATE

START



GROW

# Goole Energy Network



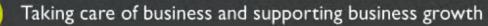
GROW

LOCATE

START

Heat and Power network utilising waste heat from local industrial sources and renewable energy from ERYC owned solar farm:

- Available from 2023 onwards
- CO2 emissions reductions
- Reduction in energy prices
- Alleviation of fuel poverty
- Reduced environmental taxes
- Energy security and resilience (backed up by the national grid).





## INVEST EAST RIDING







# **Rand** Guidelines V.1





## CONTENTS

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## **MASTER LOGO**

The RaisE logo is made from two elements; a diagonal stripe icon and a distinct wordmark.

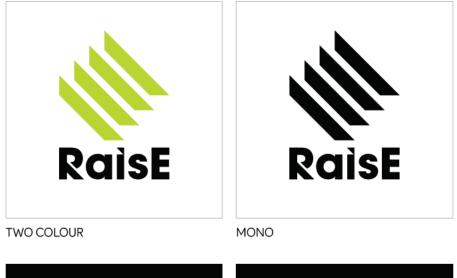


## **MASTER LOGO** with descriptor

## **COLOUR USAGE**



Rail Accelerator & Innovation Solutions Hub for Enterprise





TWO COLOUR REVERSED

MONO REVERSED

## **EXCLUSION AREA**

A clear exclusion area must always be left around the logo. The area is measured using the height of the 'R' and applying it around the whole logo.

## MINIMUM SIZE

To ensure legibility and that the logo can be easily recognised, it should not be reproduced smaller than 15mm / 177px (width). The preferred size at A4 is 35mm wide.







## LOGO FLEXIBILITY

When the icon is used with a hero image, altering the ratio and positioning of the logo is possible. The RaisE wordmark should be no smaller than a third of the width of the icon.



## **USAGE IN TEXT**

When referring to the organisation within text, the name should always be written as **RaisE**, with a capital **R** and **E**, to reflect the brand mark style.



"The objectives of **RaisE** are consistent with our ambitions to establish a world class rail village at Goole, combining manufacturing facilities with digital led innovation to drive technological advances across the rail network and industry."

### **COLOUR PALETTE**

#### PRIMARY





#### Flash green

 CMYK
 C35 M0 Y 00 K0

 RGB
 R 87 G235 B0

 HEX
 #BBEB00

 PANTONE
 389

 Black

 CMYK
 C0
 M0
 Y0
 K
 00

 RGB
 R0
 G0
 B0
 HEX
 #000000
 PANTONE
 B ack 6

 Grey

 CMYK
 C0 M0 Y0 K8

 RGB
 R240 G240 B240

 HEX
 #F0F0F0

 PANTONE
 B ack 6 (8%)

TEXTURE



Pinboard

Symbo z ng co aborat on and dea generat on a p nboard texture can be used to comp ment the pr mary co our pa ette.

#### **TYPOGRAPHY**

#### TITLE FONTS

#### IN ELOAL HAIRLINE

AaBbCcDd e fGg h JjKk MmNn OoPpQqRrSsTtUuVvWwXxYyZz 1234567890

#### **INTELO ALT BOLD**

AaBbCcDdEeFfGgHhliJjKkLlMmNn OoPpQqRrSsTtUuVvWwXxYyZz 1234567890 BODY COPY FONTS

#### INTELO ALT LIGHT

AaBbCcDdEeFfGgHh JjKkL MmNn OoPpQqRrSsTtUuVvWwXxYyZz 234567890

#### INTELO ALT LIGHT

AaBbCcDdEeFfGgHhliJjKkLlMmNn OoPpQqRrSsTtUuVvWwXxYyZz 1234567890

#### INTELO ALT REGULAR

AaBbCcDdEeFfGgHhliJjKkL MmNn OoPpQqRrSsTtUuVvWwXxYyZz 1234567890

#### INTELO ALT ITALIC

AaBbCcDdEeFfGgHhliJjKkLlMmNn OoPpQqRrSsTtUuVvWwXxYyZz 1234567890

#### ALTERNATIVE FONTS

#### **ARIAL REGULAR**

AaBbCcDdEeFfGgHhliJjKkLlMmNn OoPpQqRrSsTtUuVvWwXxYyZz 1234567890

#### **ARIAL BOLD**

AaBbCcDdEeFfGgHhliJjKkLlMmNn OoPpQqRrSsTtUuVvWwXxYyZz 1234567890

## PHOTOGRAPHY

Hero images

A series of hero images using cut-out black and white photography and the RaisE stripe icon have been created for use on posters, adverts, brochures etc.



## PHOTOGRAPHY

#### General

The imagery should showcase a range of profiles, close up headshots, interaction with projects and collaboration. The imagery should aim to have a natural composition, nothing too staged and where possible focus on shots where the people are not looking directly into the camera.

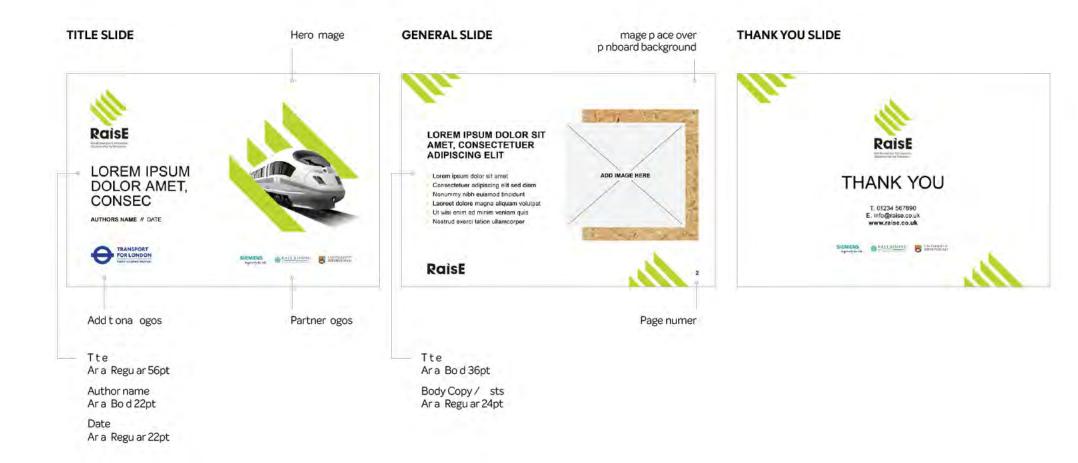


### **PARTNER LOGOS**

Where required, the logo marks of the RaisE partners can be included. These should be kept in the proportions shown, and either left aligned or centred, according to the layout of the piece being produced. They should always appear at the bottom, beneath all other content, and the individual logos should not be any larger than the RaisE branding mark.



#### **PRESENTATION SLIDES**



MESSAGING







**RaìsE** Possibilities



## EXAMPLES



LETTERHEAD & COMPLIMENT SLIP

**BUSINESS CARD** 

## EXAMPLES





LANYARD





POSTER



**BROCHURE COVER** 

**BROCHURE SPREAD** 



LANDSCAPE BANNER



**BUILDING SIGNAGE** 



**BUILDING SIGNAGE - ENTRANCE** 

**INTERNAL SIGNAGE - DIRECTIONAL** 



For help or advice in working with the RaisE brand, please contact Siemens Mobility Marketing & Communications















# INVEST EAST RIDING





#### THE EAST RIDING OF YORKSHIRE COUNCIL

#### STANDARD TERMS AND CONDITIONS

#### FOR THE SUPPLY OF GOODS AND/OR SERVICES

# [Please note these terms and conditions shall apply following a request for quotation and to orders for good and services placed by the Council via a purchase order up to a value of £75,000.]

#### 1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

"Business Day" a day other than a Saturday, Sunday or public holiday, in England when banks in London are open for business.

"Commencement Date" has the meaning set out in clause 2.2.

"Conditions" these terms and conditions as amended from time to time in accordance with clause 16.7.

"Contract" the contract between the Council and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

"Council" the East Riding of Yorkshire Council.

"Council Materials" has the meaning set out in clause 5.3.9.

"Deliverables" all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"Goods" the goods (or any part of them) as set out in the Order.

"Goods Specification" any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Council and the Supplier.

"Intellectual Property Rights" 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 subsists or will subsist now or in the future in any part of the world.

"Order" the Council's order for the supply of Goods and/or Services, as set out in the Council's purchase order form. "Services" the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

"Service Specification" the description or specification for Services agreed in writing by the Council and the Supplier. "Supplier" the person, or firm from whom the Council purchases the Goods and/or Services.

- 1.2 In these Conditions, the following rules apply:
- 1.2.1 a "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

- 1.2.3 a reference to a statutory or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 a reference to writing or written includes faxes and emails.

#### 2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Council to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
- 2.2.1 the Supplier issuing written acceptance of the Order; or
- 2.2.2 any act by the Supplier consistent with fulfilling the Order, at which point and on which date the contract shall come into existence ("Commencement Date").
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

#### 3. SUPPLY OF GOODS

- 3.1 The Supplier shall ensure that the Goods shall:
- 3.1.1 correspond with their description and any applicable Goods Specification;
- 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1970) and fit for any purpose held out by the Supplier or made known to the Supplier by the Council, expressly or by implication, and in this respect the Council relies on the Supplier's skill and judgement;
- 3.1.3 where applicable, be free from defects in design, materials and workmanship and remain so for a minimum of (18) eighteen months after delivery; and
- 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that all time it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the contract in respect of the Goods.
- 3.3 The Council shall have the right to inspect and test the Goods at any time before delivery.
- 3.4 If following such inspection or testing the Council considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Council shall inform the Suppler and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract and the Council shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### 4. DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the order number, the type and quantity of the Goods (including the code number of the Goods (where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the date specified in the Order or , if no such date is specified, within seven days of the date of the Order;
- 4.2.2 to the Council's premises at County Hall, Beverley, East Yorkshire, HU17 9BA or such other location as is set out in the Order or as instructed by the Council before delivery ("Delivery Location");
- 4.2.3 during the Council's normal hours of business on a Business Day, or as instructed by the Council.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 The Council shall not be deemed to have accepted any Goods and/or Services until the Council has had a reasonable time to inspect or test them following delivery.
- 4.5 If the Supplier:
- 4.5.1 delivers less than 95 per cent of the quantity of Goods ordered, the Council may reject the Goods; or
- 4.5.2 delivers more than 105 per cent of the quantity of Goods ordered, the Council may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Council accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.6 The Supplier shall not deliver the Goods in instalments without the Council's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, a failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Council to the remedies set out in clause 6.1.
- 4.7 Title and risk in the Goods shall pass to the Council on completion of delivery and formal acceptance by the Council.
- 5. SUPPLY OF SERVICES
- 5.1 The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to the Council in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Council.
- 5.3 In providing the Services, Supplier shall:
- 5.3.1 co-operate with the Council in all matters relating to the Services, and comply with all instructions of the Council;
- 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract, and shall where the Supplier is a Regulated Activity Provider under the Safeguarding Vulnerable Groups Act 2006 (including any subsequent re-enactment), ensure that valid disclosure checks are undertaken through the Disclosure and Barring Service for those personnel engaged by the Supplier for the provision of Services who shall in performing the Services come into contact with children or vulnerable adults;

- 5.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Council;
- 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6 use the best quality goods, materials, standards and techniques, and ensure the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Council, will be free from defects in workmanship, installation and design;
- 5.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- 5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Council's premises;
- 5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Council to the Supplier ("Council Materials") in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council, and not dispose or use the Council Materials other than in accordance with the Council's written instructions or authorisation; and
- 5.3.10 not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Council may rely or act on the Services.

#### 6. COUNCIL REMEDIES

- 6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Council shall, without limiting its other rights or remedies, have one or more of the following rights:
- 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 6.1.3 to recover from the Supplier any costs incurred by the Council in obtaining substitute goods and/or services from a third party;
- 6.1.4 where the Council has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier within (7) seven days of written request by the Council; and
- 6.1.5 to claim damages for any additional costs, loss or expenses incurred by the Council which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in the clause 3.1, then, without limiting its other rights or remedies, the Council shall have one or more of the following rights, whether or not it has accepted the Goods:
- 6.2.1 to reject the Goods (in whole or in part) whether or not the title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 6.2.2 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

- 6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 6.2.5 to recover from the Supplier any expenditure incurred by the Council in obtaining substitute goods from a third party; and
- 6.2.6 to claim damages for any additional costs, loss or expenses incurred by the Council arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 6.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.4 The Council's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

#### 7. COUNCIL'S OBLIGATIONS

- 7.1 The Council shall:
- 7.1.1 provide the Supplier with reasonable access at reasonable times to the Council's premises for the purpose of providing the Services;
- 7.1.2 provide such information as the Supplier may reasonably request for the provision of the Services and the Council considers reasonably necessary for the purpose of providing the Services.

#### 8. CHARGES AND PAYMENT

- 8.1 The price for the Goods:
- 8.1.1 shall be the price set out in the Order; and
- 8.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Council. No extra charges shall be effective unless agreed in writing and signed by the Council.
- 8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Council, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3 In respect of Goods, the Supplier shall invoice the Council on or at any time after completion of delivery and acceptance. In respect of Services, the Supplier shall invoice the Council on completion of the Services. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice including but not limited to the relevant purchase order number.
- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, the Council shall pay the invoiced amounts within (30) thirty days of the date of a correctly rendered valid and undisputed invoice to a bank account nominated in writing by the Supplier.
- 8.5 All amounts payable by the Council under the Contract are exclusive of amounts in respect of valued added tax ("VAT") chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Council, the Council shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.6 If a party fails to make any undisputed payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the base lending rate of the Bank of England from time to time. The Council and the Supplier agree that this clause provides each of them with a substantial remedy in respect of any late payments of sums due for the purposes of the Late Payment of

Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

- 8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Council to inspect such records at all reasonable times on request.
- 8.8 The Council may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Council against any liability of the Council to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

#### 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 In respect of the Goods and any goods that are transferred to the Council as part of the Services under this Contract including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Council, it will have full and unrestricted rights to sell and transfer all such items to the Council.
- 9.2 The Supplier assigns to the Council, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 9.3 The Supplier shall, promptly at the Council's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Council may from time to time require for the purpose of securing for the Council the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Council in accordance with clause 9.2.
- 9.4 All Council Materials are the exclusive property to the Council.

#### 10. INDEMNITY

- 10.1 The Supplier shall keep the Council indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered incurred by the Council as a result of or in connection with:
- 10.1.1 any claim made against the Council for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 10.1.2 any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 10.1.3 any claim made against the Council by a third party arising out of in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees agents or subcontractors, subject always to an aggregate financial limit of no more than 125% of the contract price.
- 10.2 This clause 10 shall survive termination of the Contract.

#### 11. INSURANCE

11.1 During the term of the Contract and where requested, for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company: product liability insurance (£5 million); public liability insurance (£10 million); and professional indemnity insurance (£1 million), as necessary to cover the risks and or liabilities that may arise under or in connection with the Contract, and shall, on the Council's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

#### 12. CONFIDENTIALITY

- 12.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiates which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 12.2 The Council is subject to the Freedom of Information Act 2000 (the FOIA) and the Environmental Information Regulations 2004 (including any subsequent re-enactments) as well as the Local Government Transparency Code and as such may be required to disclose information forming party of the agreement to anyone who makes a legitimate request. The Council has an absolute discretion to determine how to respond to a request, including the application of any potential exemptions.
- 12.3 The Supplier shall assist and cooperate with the Council (at the Supplier's expense) to enable the Council to comply with any information disclosure requirements, and in so doing will observe any timescales notified to it by the Council.
- 12.4 Where the Supplier has access to information about people, it shall ensure that in making the Supply or delivering the Services, the provisions of the Data Protection Act 1998 (including any subsequent re-enactments and as from 25 May 2018 the General Data Protection Regulations (Regulations (EU)2016/679)) are observed (and also any of the Council's data protection requirements notified to the Supplier).
- 12.5 This clause 12 shall survive termination of the Contract.

#### 13. TERMINATION

- 13.1 Without limiting its other rights or remedies, the Council may terminate the Contract:
- 13.1.1 in respect of the supply of Services, by giving the Supplier (14) fourteen days' written notice; and
- 13.1.2 in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. The Council shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 13.2 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Services, and the Contract shall continue in respect of the remaining supply.

- 13.3 Without limiting its other rights or remedies, the Council may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 13.3.1 the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within (7) seven days of receipt of notice in writing to do so;
- 13.3.2 the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 13.3.3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts or as having no reasonable prospect of so doing, neither case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 13.3.4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier.
- 13.3.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- 13.3.6 the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- 13.3.7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within (14) fourteen days;
- 13.3.8 an application is made to court, or an order is made, for the appointment of an administrator is given or if an administrator is appointed over the Supplier (being a company);
- 13.3.9 the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 13.3.10 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- 13.3.11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3.3 to clause 13.3.10 (inclusive);
- 13.3.12 the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business;
- 13.3.13 the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Council's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 13.3.14 the Supplier (being an individual) dies or, by reason of illness of incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrue as at termination.
- 13.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

#### 14. CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract for any reason, the Supplier shall immediately deliver to the Council all Deliverables whether or not then complete, and return all Council Materials. If the Supplier fails to do so, then the Council may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

#### 15. FORCE MAJEURE

- 15.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results from events, circumstances or causes beyond its reasonable control (Force Majeure Event).
- 15.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.
- 15.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than (7) seven Business Days, the Council may terminate the Contract immediately by giving written notice to the Supplier.

#### 16. GENERAL

#### Assignment and other dealings

- 16.1 The Council may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Council. Notices
- 16.3 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 16.4 A note or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or if sent by fax or email, one Business Day after transmission.
- 16.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. Severance
- 16.6 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, if such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or partprovision under this clause shall not affect the validity and enforceability of the rest of the Contract.

#### Waiver

16.7 A waiver or any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided

under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### No Partnership or Agency

16.8 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

#### Third Parties

16.9 A person who is not a party to the Contract shall not have any rights to enforce its' terms.

#### Variation

16.10 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed by both parties in writing and signed on their behalf by their respective duly authorised representative.

#### Governing Law

16.11 The Contract, and any dispute or claim arising out or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

#### Jurisdiction

16.12 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

#### Disputes

16.13 If any difference shall arise between the Council and the Supplier as to the interpretation or operation of these Conditions as to the rights, duties, obligations or liabilities of either party hereto which cannot be resolved amicably between the parties within a reasonable time then the Council shall refer the dispute to senior members of staff. During this time neither party will resort to litigation. If the dispute is not resolved in that way within two months then either party may exercise any remedy it may have.

#### Publicity

16.14 The Supplier shall not without the written permission of the Council advertise or disclose to any third party that it is providing Goods and or Services to the Council.

#### **Prevention of Bribery**

- 16.15 The Council may terminate the Contract and recover all of its loss if the Supplier, its employees or anyone acting on the Supplier's behalf do any of the following:
- 16.15.1 directly or indirectly offer, give, agree to give anyone, or accept from anyone any inducement or reward in respect of this or any other Council contract; or
- 16.15.2 commit any offence under the Bribery Act 2010; or
- 16.15.3 commit or attempt to commit any fraud in connection with this or any other Council contract whether alone or in conjunction with member or employees of the Council.

#### Transparency

16.16 The parties acknowledge that save for any information which is exempt from disclosure in accordance with the provisions of the FOIA then the Contract is not confidential information. The Council shall be responsible for determining in its absolute discretion whether any part of the Contract is exempt from disclosure in accordance with the Act. Notwithstanding any other term of the Contract the Supplier hereby gives its consent for the Council to publish the Contract in its entirety to the general public in whatever form the Council decides.

#### Conflicts of Interest

- 16.17 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Council under the provisions of the Contract. The supplier will disclose to the Council full particulars of any such conflict of interest which may arise.
- 16.18 Prior to the commencement of the Services. If the Supplier is being engaged as a consultant or interim manager, the Supplier shall use its best endeavours to disclose any actual or potential financial, non-financial, personal or professional interest in any organisation, company or other body that is or has potentially, currently and/or previously had dealings with the Council, where such interest may and/or could result in a conflict with the interests of the Council.
- 16.19 The Council reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Council under the provisions of the Contract.

#### Modern Slavery

16.20 The Supplier undertakes, warrants and represents that neither the Supplier nor any of its officers, employees, agents or subcontractors has committed an offence under the Modern Slavery Act 2015 and any breach of this clause shall be deemed a material breach of the Contract and shall entitle the Council to terminate the Contract in accordance with Clause 13.