Cyd-bwyllgor Corfforedig De-Ddwyrain Cymru | South East Wales Corporate Joint Committee

Report for:	ACTION
Contains Confidential or Exempt Information	NO

For Consideration By	South East Wales Corporate Joint Committee
Report Title	Annual Review of the Constitution, incorporating Members Remuneration and Allowances 2025-26
Report of	Jayne La Grua, Strategic Director Legal and Governance
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Date to be Considered	31 March 2025
Implementation Date	Immediate
Affected Council Areas	N/A
Keywords / Index	Constitution; remuneration; allowances

1. Recommendations

1.1 The South East Wales Corporate Joint Committee (CJC) is asked to:

(1) approve the proposed changes to the CJC's Constitution to take immediate effect;

(2) request that the Strategic Director of Legal and Governance publishes the amended Constitution on the CJC's website;

(3) note the determinations of the Independent Remuneration Panel for Wales (IRPW) in its Annual Report for 2025-2026;

(4) approve the draft Members' Scheme of Remuneration for 2025-26; and

(5) delegate authority to the Strategic Director of Legal and Governance to make any necessary amendments to the 2025-2026 Members' Scheme of Remuneration from time to time during the municipal year in order to reflect any in-year determinations issued by the IRPW.

2. Report Summary

2.1 The CJC's Constitution sets out how the CJC operates, how decisions are made and the procedures that are followed, to ensure that they are efficient, transparent and accountable to local people.

2.2 The Constitution is to be reviewed on an annual basis. This is the first annual review since the CJC's new Constitution was adopted on 18 March 2024.

2.3 This report also sets out the determinations of the Independent Remuneration Panel for Wales (IRPW) with regard to Members' remuneration and allowances for 2025/26 and seeks the Committee's approval of those matters which are reserved for local determination.

3. Annual Review of the Constitution

3.1 Section 44 of The Corporate Joint Committees (General) (Wales) Regulations 2022 applies section 37 of the Local Government Act 2000 to the CJC, requiring it to prepare and keep up to date a constitution which contains:

a) such information as the Welsh Ministers may direct,
b) a copy of the CJC's standing orders for the time being,
c) a copy of the CJC's code of conduct for the time being under section 51 of the Local Government Act 2000, and
d) such other information (if any) as the CJC considers appropriate.

3.2 The CJC's Constitution is published on its website at Constitution - Cardiff Capital Region.

3.3 The proposed changes are set out below. Where applicable, relevant extracts of the Constitution showing the proposed changes are provided in **Appendices 1 to 9** to this report. A table summarising the proposed changes is included at **Appendix 10**. A Guide to the Constitution is at **Appendix 11**.

Part 1 – Summary and Explanation

3.4 It is proposed to include a 'Glossary of Terms' to promote clarity. The draft glossary appears at **Appendix 1** to this report.

2C. Article 3 – Citizens and the CJC

3.5 It is proposed that a new paragraph 3.1(i) be added to give citizens the right "to find out, from the Forward Plan, what Key Decisions are to be considered by the CJC, its sub-committees and officers and when these matters will be discussed". The CJC's 28-day Forward Plan is published on its website at Forward Plan - Cardiff Capital Region.

2D. Article 4 – Corporate Joint Committee

3.6 For the purposes of clarity, it is proposed to amend paragraph 4.8(a) to include reference to the existing delegation to the Monitoring Officer contained in Part 3C (Delegation to Officers) to make limited changes to the Constitution. The proposed change reads as follows:

"4.8 Only the CJC will exercise the following functions:

a. adopting and changing this Constitution, save as provided in Part 3C (Delegation to Officers) of this Constitution".

3.7 The existing delegation to the Monitoring Officer is to "amend the Constitution where necessary to reflect changes in the law, or decisions of the CJC, or to correct inaccuracies" (Part 3C, para. 12.2(27)).

3.8 If approved, the amendment at paragraph 3.6 above is also reflected in Part 2M: Article 13 (Review, Revision and Suspension of the Constitution) at paragraph 13.2 and in Part 3A (Matters reserved to the CJC and Terms of Reference of Portfolio Holders) at paragraph 1.3.

2F. Article 6 – Governance and Audit Sub-Committee

3.9 It is proposed to add new paragraph 6.5 to clarify that "Substitutes are not permitted for Governance and Audit Sub-Committee".

3.10 It is further proposed that the quorum for the Governance and Audit Sub-Committee be amended as the current rules around quoracy, which require 70% attendance, are quite onerous. The new proposals adhere to the relevant legislation and aim to ensure that business is transacted more efficiently. The Governance and Audit Sub-Committee have been consulted on, and are in favour of, this proposed change.

3.11 The changes are proposed to paragraph 6.9 and read as follows:

"6.9 **Quorum:** NO business is to be transacted in relation to a matter to be decided at a meeting of the Governance and Audit Sub-Committee with fewer than six of the persons entitled to vote being present, comprising at least:

- two members who are not also elected members of a county council or county borough council in Wales;
- four members who are elected members of the ten Constituent Councils but are not either a Member of the CJC or a member of the executive of a Constituent Council."

2G. Article 7 – Standards Committee

3.12 During the 2024/25 municipal year, the Standards and Ethics Committee of Cardiff Council discharged the functions of the CJC's Standards Sub-Committee on the CJC's behalf pursuant to a Service Level Agreement. However, this agreement was limited to a period of 12 months only. Accordingly, the CJC propose to bring this function in-house for the 2025/26 municipal year, and Article 7 has been amended accordingly. A copy of the proposed changes appears at **Appendix 2** to this report.

3.13 Of particular note, it is proposed that there shall be 5 members of the Standards Sub-Committee, of whom 3 shall be Independent (Lay) Members and 2 shall be Members of the CJC's constituent councils (but not members of the CJC or any of its other sub-committees).

2H. Article 8 – Other Sub-Committees and Advisory Boards

3.14 It is proposed to amend the name of 'Shareholders' Group' to 'Shareholder Board' and to add 'Regional Chief Executives Group' to the list of Advisory Boards, which was previously omitted.

2J. Article 10 – Officers

3.15 Some changes are proposed to the responsibilities of Chief Officers to reflect the current organisational structure. These are:

- 'Project Management Office (City Deal)' is to be moved from the Strategic Director of Policy, Impact and Partnerships to the Strategic Director of Resources; and
- 'Welsh Language Services' is to be moved from the Strategic Director of Policy, Impact and Partnerships to the Strategic Director of Legal and Governance.
- 'Local Area Energy Plans' and 'Regional Energy Strategy' to are be added to the areas of responsibility of the Strategic Director of Policy, Impact and Partnerships.

If approved, these proposed changes are also reflected in Part 3C (Delegations to Officers).

3.16 A legislative reference is corrected at paragraph 10.5, to confirm that the duty upon a corporate joint committee to designate one of its officers as Chief Executive is contained in Regulation 3 of The Corporate Joint Committees (General) (No. 2) (Wales) Regulations 2021 (unlike local authorities, where it is within Section 4 of the Local Government and Housing Act 1989). This amendment is also reflected in Part 3C, paragraph 3.3(b).

2K. Article 11 – Decision Making

3.17 Some Sub-Committees must make certain decisions independently, for example electing their own Chair and Deputy Chair. The current wording does not clearly reflect this. Therefore, it is proposed to insert new paragraphs 11.4 and 11.5 to address this matter (with corresponding amendments to Part 4B: Sub-Committee Procedure Rules).

3.18 The proposed wording is:

> "11.4 All Constitutional Bodies have their own Procedure Rules, set out in Part 4 of this Constitution.
>
> 11.5 If a Constitutional Body has not adopted its own rules, or if they are silent on a point, then the CJC Procedure Rules shall be applicable to that Constitutional Body."

3.19 At paragraph 11.6, it is proposed that a financial threshold be applied to the definition of a Key Decision. New paragraph 11.6(c) is proposed to read "The CJC has agreed the financial threshold for a Key Decision is £100,000".

3.20 A new paragraph 11.9 is proposed, to clarify the meaning of 'significant' when considering whether a decision is a Key Decision. The proposed wording is:

> "11.9 For the purposes of paragraph 11.6 above, in considering whether a decision is likely to be significant, a decision-maker will need to consider the strategic nature of the decision and whether the outcome will have an impact for better or worse on the Region or a significant number of people living or working in the locality affected."

3.21 A new paragraph 11.10 is also proposed in order to define what is not a Key Decision. This reads, "For the avoidance of doubt, any decision which does not fall within the definition of Key Decision is an 'Operational Decision'."

3.22 A copy of the proposed changes to Article 11 appears at **Appendix 3**.

3A. Matters reserved to the CJC and Terms of Reference of Portfolio Holders

3.23 Clarifications are required to the circumstances in which Single Member Decisions can be made, as they should only relate to City Deal sub-delegated funds. This is because the Cardiff Capital Region City Deal Joint Working Agreement between the 10 Partner Councils permits Single Member Decisions (see Clause 10.18 (Joint Committee May Delegate)), whereas the Regulations establishing corporate joint committees do not permit delegation to individual members more generally (Reg. 13, Corporate Joint Committee (General) (No.2) (Wales) Regulation 2021)).

3.24 The proposed amendments to Part 3A appear in **Appendix 4** to this report.

3B. Terms of Reference and Delegation of Duties to Sub-Committees and Other Bodies

3.25 It is proposed that the terms of reference of the Standards Sub-Committee be updated to reflect the changes mentioned at paragraphs 3.12 and 3.13 above.

3.26 It is proposed that Shareholders' Group be renamed 'Shareholder Board' and its membership and terms of reference be substantially revised with a view to strengthening oversight of the CJC's company shareholdings. The Shareholders' Group has been consulted on, and is in favour of, the proposed changes.

3.27 The proposed amendments to Part 3B appear in **Appendix 5** to this report.

3C. Delegations to Officers

3.28 It is proposed to amend the definition of a 'Key Decision' at paragraphs 4.2 to 4.5 of Part 3C to align with the proposed amendments made at paragraphs 3.19 to 3.21 above.

3.29 At paragraph 5 (Record of Chief Officer Decisions) it is proposed to add the following words in order to clarify that the Access to Information Rules apply to Chief Officer Decisions, "This will exclude any exempt information in line with paragraph 9.1 of Part 4C – Access to Information Rules".

3.30 At paragraph 7.3(29) the words "subject to the limitations in respect of the Chief Executive, Monitoring Officer and Chief Finance Officer imposed by the Employment Procedure Rules which can be found at paragraph 6 of Part 4F to this Constitution" have been added in order to clarify that disciplinary action in respect of these officers is subject to a mandatory legislative procedure.

3.31 The proposed amendments to Part 3C appear in **Appendix 6** to this report.

4A. CJC Procedure Rules

3.32 The following legislative requirement has been added at paragraph 11.7:

"11.7 The number of co-opted members entitled to vote may not exceed the number of other members entitled to vote."

4C. Access to Information Procedure Rules

3.33 It is proposed to add two new provisions intended to promote transparency and effective scrutiny of CJC decision-making. These appear in **Appendix 7** to this report.

3.34 Proposed new paragraph 13 (Forward Plan) requires the CJC to publish a Forward Plan of the Key Decisions the CJC intends to make to cover a period of three (3) months.

3.35 Proposed new paragraph 14 (Consultation on Proposals to be Considered by the CJC) requires the CJC to allow at least 28 days in the Forward Plan timetable for consultation with the Joint Overview and Scrutiny Committee, unless the item is urgent or exempt.

4E. Contract Procedure Rules

3.36 The Procurement Act 2023 came into force on 24 February 2025. To ensure the CJC complies with the new legislation, the Contract Procedure Rules have been substantially updated to align with the requirements of the new Act. The updated Contract Procedure Rules appear at **Appendix 8** to this report.

3.37 The key changes are:

- The estimated contract value should now be inclusive of VAT (previous arrangements identified financial thresholds net of VAT);
- The minimum levels of competition that must be carried out when procuring contracts with estimated values that are below Procurement Act thresholds have been revised in accordance with new transparency requirements;
- The Procurement Act sets out requirements to publish additional notices at various stages of the procurement lifecycle. The updated Contract Procedure Rules set out the key stages of the procurement process and the notices that must be published.

4F. Employment Procedure Rules

3.38 It is proposed to amend the definition of “Chief Officer” because the legislation currently sited is not uniformly applicable to Corporate Joint Committees. For clarity, it is proposed to simply name the relevant posts. The proposed new wording is as follows:

“**Interpretation**

For the purposes of these Rules:

'Chief Officer' has the same meaning as in Part 2J Article 10 of the Constitution of the South East Wales Corporate Joint Committee, namely, the Chief Executive, the Deputy Chief Executive and Strategic Director of Regional Growth, the Strategic Director of Legal and Governance and Monitoring Officer, the Strategic Director of Resources and Chief Finance Officer or the Strategic Director of Policy, Impact and Partnerships."

3.39 Consequential amendments have been made to paragraphs 4, 5 and 7.

5D. Petition Scheme

3.40 An email and postal address have been added for the submission of petitions.

Part 6. Standing Orders in relation to the delivery of Cardiff Capital Region City Deal

3.41 It is proposed to add the words "City Deal" to paragraph 6.2 to clarify that Single Member Decisions are limited to the discharge of this function.

"6.2 The CJC may delegate any of the City Deal decision-making powers within its terms of reference to such officer, sub-committee or group, and on such terms and conditions, as it thinks fit from time to time."

Part 8. Senior Management Structure Chart

3.42 The Senior Management Structure Chart has been updated to reflect changes made as a result of the recent staff restructure. This appears at **Appendix 9** to this report.

3.43 A table summarising all of the proposed amendments to the CJC's Constitution appears at **Appendix 10**.

Guide to the Constitution

3.44 A Guide to the CJC's Constitution has also been drafted and appears at **Appendix 11** to this report.

4. Members Scheme of Remuneration and Allowances 2025 – 2026

4.1 The Independent Remuneration Panel for Wales is the statutory body which, pursuant to powers set out in Part 8 of the Local Government (Wales) Measure 2011, is responsible for setting the levels and arrangements for the remuneration of members of relevant authorities.

4.2 Regulation 4 of the Corporate Joint Committees (General) (No.2) (Wales) Regulations 2021 amended the 2011 Measure to include corporate joint committees as relevant authorities for which the IRPW is responsible for making determinations as to the remuneration of their members.

4.3 Section 153 of the 2011 Measure requires Relevant Authorities to make payments to members of that Relevant Authority in accordance with requirements imposed on it by the IRPW in an annual report.

4.4 The IRPW's Annual Report for 2025-2026, published in February 2025, detailed its determinations on the payment of remuneration and allowances in 2025-2026. The report is available on the IRPW's website at Independent Remuneration Panel for Wales: annual report 2025 to 2026 | GOV.WALES

4.5 In relation to corporate joint committees, the report states:

"Payments to coopted (lay) members of Corporate Joint Committees:

Determination 6

9.21 Coopted lay members of a Corporate Joint Committee (CJC) will be paid on the same basis as coopted (lay) members with voting rights of other bodies within the local government family.

9.22 The amounts are set out below:

Role	Hourly rate payment	Up to 4 hours payment rate	4 hours and over payment rate
Lay chairs of committees	£33.50	£134	£268
Ordinary lay members with voting rights	£29.75	£119	£238

Table 7: Payments made to coopted (lay) members of Corporate Joint Committees

9.23 This determination is valid from 31 July 2024."

4.6 As the above was an in-year determination, it was incorporated into the Members' Scheme of Remuneration for 2024-25 under the Monitoring Officer's delegated authority and Lay Members have been remunerated in line with the above since it came into effect on 31 July 2024.

4.7 No other changes have been made, or are proposed, to the Members' Scheme of Remuneration and Allowances approved for 2024/25.

4.8 A copy of the CJC's the draft Members' Scheme of Remuneration for 2025/26 appears at **Appendix 12** to this report.

5. Comments of the Director of Resources and Section 151 Officer

5.1 Any associated costs with the changes highlighted within this report have been fully provided for within the 2025/26 revenue budget.

5.2 The financial threshold of £100,000 for key decisions is deemed to be appropriate.

6. Comments of the Director of Legal & Governance and Monitoring Officer

6.1 These are set out within the body of the report.

7. Equality, Diversity and Inclusion

7.1 There are no specific equalities implications arising from this report.

8. Well-being of Future Generations

8.1 In developing the Recommendations of this report, regard has been had to the well-being duty arising under the Well-Being of Future Generations (Wales) Act 2015 ('the Act').

9. Welsh Language Implications

9.1 No negative impacts were identified which would prevent approval being sought to implement the recommendations of this report. The Constitution is published on the CJC's website in both Welsh and English.

10. Staffing/Workforce Implications

10.1 Within existing staff resources.

11. Any Other Implications

11.1 None.

12. Consultation

12.1 Identified within body of report.

13. Timetable for Implementation

13.1 Immediate.

Appendices

Appendix 1:	Part 1 - Summary and Explanation
Appendix 2:	Article 7 – Standards Sub-Committee
Appendix 3:	Article 11 – Decision Making
Appendix 4:	Part 3A - Matters reserved to the CJC and Terms of Reference of Portfolio Holders
Appendix 5:	Part 3B - Terms of Reference and Delegation of Duties to Sub-Committees and Other Bodies
Appendix 6:	Part 3C – Delegation to Officers
Appendix 7:	Access to Information Procedure Rules
Appendix 8:	Part 4E - Contract Procedure Rules
Appendix 9:	Senior Management Structure Chart
Appendix 10:	Table of Changes
Appendix 11:	Guide to the Constitution
Appendix 11:	Members' Scheme of Remuneration and Allowances 2025-2026

Background Information

- Constitution Review and Transfer of City Deal to CJC, 18 March 2024
- Members Remuneration and Allowances 2024-25, 3 June 2024

Report Author: Jayne La Grua, Strategic Director of Legal and Governance
Date of Meeting: 31 March 2025

Definitions

Advisor	A person, who is neither a Member nor an Officer of CCR, appointed by a committee, sub-committee or advisory board, to advise on specific matters or generally. This person cannot vote.
Articles	The basic rules governing CCR's business.
Background Papers	The law says that report authors must list any papers used in compiling a report for decision, and these papers must be available for six years after the date of the meeting, to anyone wishing to inspect them.
Budget	All the financial resources allocated to different services and projects.
Budget and Policy Framework	The plans and strategies which have to be adopted by the full CJC and within which Members and Officers have to operate. See Article 4 – The Corporate Joint Committee.
Call-in	A mechanism which allows the Joint Overview and Scrutiny Committee to examine and challenge a CJC decision before it is implemented.
Chair	The Member who chairs the relevant meeting.
Chief Executive Officer	The most senior officer, with overall responsibility for the management and operation of CCR. The Chief Executive Officer is a statutory role, outlined in regulation 3 of The Corporate Joint Committees (General) (No. 2) (Wales) Regulations 2021.
Chief Financial Officer	Also known as the 'Section 151 Officer'. The officer responsible for the administration of the financial affairs of the CJC. This is a statutory 'proper officer' role under section 6 of the Local Government and Housing Act 1989.
Chief Officers	The most senior CCR staff. See Part 2J, Article 10 – Officers and Part 4F – Employment Procedure Rules.
CJC	The 'Corporate Joint Committee' or 'CJC' is a public body established under the Local Government and Elections

	(Wales) Act 2021 and the South East Wales Corporate Joint Committee Regulations 2021.
CJC Procedure Rules	The CJC Procedure Rules explain how business will be conducted by the CJC. They can be found at Part 4A – CJC Procedure Rules.
Clear Working Days	The CJC will give at least three clear working days' notice of any meeting by posting details of the meeting on its website. It will also make copies of the agenda and reports open to the public available for inspection on its website at least three clear working days before the meeting. The only exception is where decisions are considered to fall under the 'Special Urgency' provisions. The three-day period does NOT include the day the papers are sent out or the date of the meeting (hence the use of 'clear'). 'Working' is taken to be Monday to Friday inclusive and excludes Saturdays, Sundays and Bank Holidays.
Confidential Information	Information either given to the CJC by a Governmental Department (including Welsh Government) on terms which forbid its public disclosure, or which cannot be publicly disclosed by virtue of any enactment or Court Order. See also 'Exempt Information' below.
Constitution	A document setting out how the CJC operates, how decisions are made and all the procedures that have to be followed.
Co-optee / Co-opted	A non-Member (may be non-voting) appointed to serve on the CJC, a committee or sub-committee in a participatory capacity.
Delegation	Formal authorisation for a committee, portfolio holder, joint committee or officer to take an action which is the ultimate responsibility of the CJC.
Exempt Information	Exempt information is defined in Schedule 12A, Part 4 of the Local Government Act 1972. This covers information that falls into one of seven categories and cannot be publicly disclosed. See Part 4C – Access to Information Rules.
Forward Plan	A schedule of the Key Decisions the CJC expects to take over the next month. It is updated quarterly and is published

	at least 28 days before the start of the period covered. See Part 4C – Access to Information Rules.
Joint Overview and Scrutiny Committee	Two or more local authorities can form a Joint Overview and Scrutiny Committee. This structure aims to strengthen scrutiny arrangements through the promotion of collaborative scrutiny, and the sharing of scrutiny expertise. See Part 2E – Article 5 _ Overview and Scrutiny Arrangements.
Key Decision	A Key Decision is a decision which: (a) is likely to result in the CJC incurring expenditure which is, or the making of savings which are, significant having regard to the CJC's budget for the function to which the decision relates; or (b) is likely to be significant in terms of its effect on communities living or working in the region. (c) The CJC has agreed the financial threshold for a Key Decision is £100,000. For more details about the definition of a Key Decision, see Part 2K – Article 11 – Decision Making.
Monitoring Officer	The Officer charged with ensuring that everything that the CJC does is fair and lawful. The Monitoring Officer is currently the Strategic Director of Legal and Governance. This is a statutory 'proper officer' role under section 5 of the Local Government and Housing Act 1989.
Portfolio Holder	A CJC Member with responsibility for ensuring the effective management and delivery of a particular area of the CJC's work. See Part 3A – Matters Reserved to CJC and Terms of Reference of Portfolio Holders.
Procedure Rules	Detailed rules which govern how the CJC operates and how decisions are taken. See Part 4 of the Constitution.
Proper Officer	A senior officer of CCR who has specific responsibilities in law.
Protocols	Codes of Practice which set out how, for example, various elements of CCR are expected to interact with each other.
Quorum	The minimum number of people who have to be present before a meeting can take place. This can differ depending upon the Constitutional Body in question. The rules are set out in Part 4 of the Constitution.

Scheme of Delegation	The part of the Constitution which sets out the functions that are the responsibility of the CJC or a committee or sub-committee of the CJC and those functions which are the responsibility of an officer of CCR. See Parts 3A, 3B and 3C of the Constitution.
Strategic Directors	The Officers in charge of the CJC Directorates.
Sub-Committees	The CJC can delegate some of its functions to smaller groups of members, called sub-committees. The CJC currently has an Appointments Sub-Committee, a Governance and Audit Sub-Committee, a Regional Transport Sub-Committee, a Standards Sub-Committee, and a Strategic Development Sub-Committee. See Part 3B – Terms of Reference and Delegation of Duties to Committees and Other Bodies.
Substitute	Some committees permit Members to appoint a substitute (or reserve) Member to attend a meeting which they cannot attend themselves.
Summons	The term used to describe the Agenda for meetings of the CJC.
Virement	Moving budget funds from one area of expenditure to another within a financial year.

Article 7 – Standards Sub-Committee

Introduction

7.1 This Article sets out the arrangements the CJC has put in place to discharge the functions of a Standards Sub-Committee.

~~Standards Committee Arrangements~~

~~7.2 The Standards & Ethics Committee of Cardiff Council will discharge the functions of a Standards Sub-Committee for the CJC.~~

Membership of the Standards Sub-Committee

7.3 The membership of the CJC's Standards Sub-Committee shall not consist of persons other than independent members or members of the CJC's constituent authorities, but not co-opted members of the CJC other than those co-opted for membership of the Standards Sub-Committee.

7.4 The Standards Sub-Committee is comprised of five (5) Members appointed by the CJC, three (3) of whom shall be Independent Members, who are not also elected members or officers of a CJC constituent authority, their spouse or civil partner. The remaining two (2) members shall be elected members of the CJC's constituent authorities, but not members of the CJC or any other sub-committee of the CJC.

7.5 The following persons are not eligible to serve as Independent Members of the CJC's Standards Sub-Committee:

7.5.1 A person who is an elected member, co-opted member or officer of the Corporate Joint Committee, or any of its Constituent Authorities, or the spouse or civil partner of that member, co-opted member or officer;

7.5.2 A person who has, in the preceding 12 months, been but is no longer an elected member of the Corporate Joint Committee or one of its constituent authorities;

7.5.3 A person who is an elected member or an officer, or the spouse or civil partner of a member or officer of a Relevant Authority; *

7.5.4 A person who has been, but has subsequently ceased to be, an elected member or officer of the CJC, or any of its Constituent Authorities, within a 12-month period commencing with the date on which they ceased to be such a member or officer.

** A 'Relevant Authority' means a Relevant Authority as defined in section 49 of the Local Government Act 2000.*

Term of Office

7.6 Independent (Lay) Members are appointed for a period of not more than four years. An Independent Member of the Standards Committee of a Relevant Authority shall serve no more than one term of office as such a member.

7.7 The term of office of a member of the CJC's Standards Sub-Committee who is a member of a Constituent Authority of the CJC shall be no longer than:

a) four years; or

b) the period until the ordinary government elections for that constituent authority

whichever is the shorter.

Such a member shall cease to be a member of the CJC's Standards Sub-Committee if that member ceases to be a member of the Constituent Authority of the CJC.

7.8 The term of office of a member of the CJC's Standards Sub-Committee who is the Brecon Beacons member, shall be no longer than the period until they cease to be a Brecon Beacons member.

7.9 Subject to paragraphs 7.6 and 7.7 above, a member of the CJC's Standards Sub-Committee who is a member of a Constituent Authority, or a Brecon Beacons Member may be reappointed for one further consecutive term.

Meetings

7.10 The Standards Sub-Committee must meet at least once during every period of 12 months after it was established.

Quorum

7.11 A meeting of the Standards Sub-Committee shall only be quorate when at least three (3) Members, including the Chair, are present, and at least half of the members present (including the chairperson) are independent members.

Voting

7.12 All Members will be entitled to vote at meetings.

7.13 A question to be decided by the Standards Sub-Committee shall be decided by a majority of the votes cast by those members present at the meeting and eligible to vote.

7.14 In the event that votes cast are equal, the person presiding at a meeting of the Standards Sub-Committee shall have a second, casting vote.

Chairing the Standards Sub-Committee

7.15 Only an Independent (Lay) Member of the Standards Sub-Committee may be the Chair or Deputy Chair.

7.16 The members of the Standards Sub-Committee shall elect a Chair and Deputy Chair from amongst the Independent Members of that sub-committee, and this shall be the first business to be transacted at the first meeting of the Standards Sub-Committee.

7.17 If the Chair is absent from a meeting of the Standards Sub-Committee, then the Deputy Chair of the sub-committee, if present, shall preside.

7.18 If both the Chair and the Deputy Chair are absent from a meeting, an Independent Member (as chosen by those members of the Standards Sub-Committee present) shall preside.

7.19 The Chair and Deputy Chair will be elected by the Standards Sub-Committee for whichever is the shorter period of:

a. not more than four years; or
b. until the term of office of the Independent Member of the Standards Committee comes to an end.

Functions to be exercised by the Standards Sub-Committee

7.20 The Standards Sub-Committee shall be responsible for exercising the following functions in relation to the CJC:

(i) promoting and maintaining high standards of conduct by its members and co-opted members;

(ii) assisting its members and co-opted members to observe the CJC's code of conduct;

(iii) advising the CJC on the adoption and revision of a code of conduct;

(iv) monitoring the operation of the CJC's code of conduct;

(v) advising, training or arrange to train its members and co-opted members on matters relating to the CJC's code of conduct;

(vi) overseeing the Members' Register of Interests.

(vii) granting dispensations to members from requirements relating to interests set out in the Members' Code of Conduct;

(viii) dealing with any reports from a case tribunal or interim case tribunal or the Monitoring Officer on any matter referred to that officer by the Public Services Ombudsman for Wales; and

(ix) determining appropriate action on matters referred to it by the Public Services Ombudsman for Wales.

7.21 Where a matter relates to a Member's conduct in general, and not specifically to CJC activities, then the Standards Committee of that Member's Principal Authority shall be the responsible body.

Reporting

7.22 As soon as is reasonably practicable after the end of each financial year, the Standards Sub-Committee will make an annual report to the CJC setting out the following:

a. how the Standards Sub-Committee's functions have been discharged;

b. reports and recommendations made or referred to the Sub-Committee by the Ombudsman;

c. action taken by the Sub-Committee following its consideration of such reports and recommendations;

d. notices given to the Sub-Committee by the Adjudication Panel for Wales;

e. such other matters as the Sub-Committee may wish to draw to the attention of the CJC in relation to the Standards Sub-Committee's functions.

~~Rules of Procedure~~

~~7.23 The procedure rules will be those of Cardiff Council for its Standards & Ethics Committee.~~

~~Administrative Arrangements~~

~~7.24 It shall be the responsibility of Cardiff Council to make all appropriate administrative arrangements for convening and holding meetings of the Committee. The cost of providing these resources will be met by the CJC.~~

Article 11 – Decision Making

Responsibility for Decision Making

11.1 There are a number of different decision makers who may be responsible for the various decisions of the authority:

(a) The Corporate Joint Committee;
(b) an individual Member of the CJC;
(c) a Sub-Committee of the CJC;
(d) a Joint Committee;
(e) a Committee of a Constituent Council with which arrangements have been made to discharge a function of the CJC;
(f) an Officer.

11.2 The CJC will issue and keep up to date a Scheme of Delegations which records what part of the CJC or individual has responsibility for particular types of decisions or decisions relating to particular areas or functions. This Scheme is set out in **Part 3** of this Constitution.

Principles of Decision Making

11.3 All decisions of the CJC will be made in accordance with the following principles:

(a) on the basis of merit and in the public interest;
(b) with due consultation and after taking professional advice from officers;
(c) with due regard for the need to promote equality of opportunity, respect for human rights, the well-being of future generations, and sustainability;
(d) in accordance with proper access to information;
(e) the giving of reasons for decisions; and
(f) a record of any personal interest declared.

Decision Making Rules and Procedures

11.4 All Constitutional Bodies have their own Procedure Rules, set out in Part 4 of this Constitution.

11.5 If a Constitutional Body has not adopted its own rules, or if they are silent on a point, then the CJC Procedure Rules shall be applicable to that Constitutional Body.

Types of Decisions

11.6 **Key decisions** – this means a decision which:

(a) is likely to result in the CJC incurring expenditure which is, or the making of savings which are, significant having regard to the CJC's budget for the function to which the decision relates; or

(b) is likely to be significant in terms of its effect on communities living or working in the region.

(c) The CJC has agreed the financial threshold for a Key Decision is £100,000.

11.7 For the purposes of paragraph 11.6 above, the incurring of expenditure is not a key decision if it is:

(a) to implement or give effect to a provision of the CJC's Budget or Policy Framework and, where appropriate, for which financial provision has been made;

(b) to implement nationally or locally agreed pay awards for officers of the CJC in accordance with the terms of such award;

(c) expenditure incurred by the Strategic Director of Resources in the exercise of Treasury Management powers delegated to them.

11.8 For the purposes of paragraph 11.6 above, any decision taken for the purpose of implementing an approved plan or strategy is not a key decision if it relates to a matter for which the plan or strategy makes provision.

11.9 For the purposes of paragraph 11.6 above, in considering whether a decision is likely to be significant, a decision-maker will need to consider the strategic nature of the decision and whether the outcome will have an impact, for better or worse, on the Region or a significant number of people living or working in the locality affected.

11.10 For the avoidance of doubt, any decision which does not fall within the definition of Key Decision is an 'Operational Decision'.

Decisions reserved to the Corporate Joint Committee

11.11 Decisions relating to the functions listed in **Article 4** will be made by the CJC and not delegated.

Decision making by the Corporate Joint Committee

11.12 The CJC will follow the CJC Procedure Rules set out in **Part 4A** of this Constitution when considering any matter.

Decision making by Individual Members of the CJC

11.13 Single Member decisions will be made in accordance with **Part 3A** of this Constitution.

Decision making by Sub-Committees established by the CJC

11.14 Sub-committees of the CJC will follow the Sub-Committees Procedure Rules set out in **Part 4B** of this Constitution.

Decision making by Officers

11.15 Officer decisions will be made in accordance with **Part 3C** of this Constitution.

Part 3A – Matters Reserved to the Corporate Joint Committee and Delegation of Duties to Portfolio Holders

1. Matters Reserved to the CJC

1.1 The CJC will have oversight of the development of its regional functions and statutory responsibilities. The CJC will ensure that sufficient resources are available to support its work.

1.2 The CJC is responsible for the following functions:

- Strategic Development Planning;
- Regional Transport; and
- Economic Well-being, as discharged through concurrent functions and contractual arrangements including Cardiff Capital Region City Deal, Shared Prosperity Fund, Investment Zone, and other programmes that will be developed over time.

1.3 The CJC's Constitution (**Article 4**) sets out the following functions which can only be exercised by a meeting of the CJC Members:

(a) adopting and changing this Constitution, save for limited amendments that can be made by the Monitoring Officer in accordance with Part 3C (Delegations to Officers) of this Constitution;

(b) approving or adopting the Policy Framework and the budget;

(c) subject to the urgency procedure contained in the Access to Information Procedure Rules set out in **Part 4** of this Constitution, making decisions about any matter which is covered by the Policy Framework or the budget where the decision maker is minded to make it in a manner which would be contrary to the Policy Framework or contrary to/or not wholly in accordance with the budget;

(d) agreeing and/or amending the terms of reference of committees, deciding on their composition and making appointments to them, except as expressly and lawfully delegated;

(e) appointing representatives to outside bodies unless the appointment has been delegated by the CJC;

(f) making or confirming the appointment of Chief Officers;

(g) all other matters which, by law, must be reserved to the CJC.

1.4 The Policy Framework includes the plans and strategies listed in **Article 4.2** of this Constitution.

2. Delegation of Duties to Individual Portfolio Holders

The table below indicates how the CJC has allocated portfolios (lead responsibilities) for particular functions among individual Members of the CJC.

Portfolio Holder(s)	Portfolio	Designations	Lead Officer(s)
Cllr Mary Ann Brocklesby (Monmouthshire) shall oversee matters relating to:	**Governance, Resources & Assurance** • Corporate Plans • Resources and Funding • Statutory Policy Compliance • Assurance and Risk • CCR Group Oversight • Performance and Reporting • Organisational Communications • Organisational Development • Investor Relations • International Relations • Partnerships with National Stakeholder Bodies • Intergovernmental Relations	**Chair of the Corporate Joint Committee**	Chief Executive Strategic Director of Legal & Governance Strategic Director of Resources Strategic Director of Policy, Impact & Performance

Portfolio Holder(s)	Portfolio	Designations	Lead Officer(s)
Cllr Anthony Hunt (Torfaen) shall oversee matters relating to:	**Research, Innovation & Investment** • Research & innovation • Higher & Further Education coalition • Global research challenges • Clusters and major funding programmes (such as, Strength in Places) • Inclusive Innovation • UK Research & Innovation (UKRI) and funding council engagement • Innovation Investment Capital • Challenge Fund/InFuSe • Investment opportunities	Deputy Chair of the Corporate Joint Committee Lead for HE/FE Civic agreements Single Member Decisions (subject to para. 3 below), Challenge Fund Investment Zone governance Observer status at Regional Growth Board	Deputy Chief Executive Strategic Director of Legal & Governance
Cllr Huw Thomas (Cardiff) shall oversee matters relating to:	**Industrial Policy, Internationalisation & Core Cities** • Regional Economic Policy (including Economic and Industrial Plan) • CORE Cities representation	Deputy Chair of the Corporate Joint Committee CORE Cities representative Investment Zone governance	Chief Executive Deputy Chief Executive Strategic Director of Policy, Impact & Partnerships

Portfolio Holder(s)	Portfolio	Designations	Lead Officer(s)
	• Regional promotion, (including international events and summits) • National and international commissions (such as, UK2070) • Investment Zone • Investment Framework • Business engagement • FDI	Observer status at Regional Growth Board	
Cllr Andrew Morgan (Rhondda Cynon Taf) shall oversee matters relating to:	**Infrastructure and Major Projects Delivery** • Housing Viability Gap Fund • Cardiff Central Station • TfW liaison • Strategic Premises Fund • Transport Delivery • Regional Road User Charging	Chair of the Regional Transport Sub-Committee Deputy Chair of the Strategic Development Sub-Committee Single Member Decisions (subject to para. 3 below), Strategic Premises Fund	Chief Executive Deputy Chief Executive Strategic Director of Resources
Cllr Sean Morgan (Caerphilly) shall oversee matters relating to:	**Climate Response** • Energy Strategy & Implementation Plan • CCR Energy	Observer status at CCR Energy Ltd	Deputy Chief Executive Strategic Director of Resources

Portfolio Holder(s)	Portfolio	Designations	Lead Officer(s)
	• Regional and Local Area Energy Plans • Green Deal • Race 4 Zero • ECO and ECO-Flex • Energy Investment Funds • Water management		
Cllr Lis Burnett (Vale of Glamorgan) shall oversee matters relating to:	**Spatial and Transport Policy** • Strategic Development Plan • Regional Transport Plan • Alignment of transport, planning and economic wellbeing • Statutory and stakeholder engagement • Rural affairs	Chair of the Strategic Development Sub-Committee Deputy Chair of the Regional Transport Sub-Committee	Strategic Director of Policy, Impact & Partnerships Strategic Director of Legal & Governance
Cllr Stephen Thomas (Blaenau Gwent) **Cllr Brent Carter** (Merthyr Tydfil) shall oversee matters relating to:	**Northern Valleys** • Northern Valleys Initiative • Valleys Regional Park • Tech Valleys • Partnerships and engagement • NV Competitiveness Deep Dive Delivery • Town Centres	NVI Governance via Investment Board ~~Single Member Decisions on above~~ Observer status at Regional Growth Board	Deputy Chief Executive

Portfolio Holder(s)	Portfolio	Designations	Lead Officer(s)
	• NV infrastructure and access to services		
Cllr Dimitri Batrouni (Newport) shall oversee matters relating to:	**Building Capability – Data and Skills** • Regional Skills Partnership • Venture • Assured Academies • School's liaison • Regional Data Ambition & Intelligence • Relationships with UKCI and Productivity Institute	Regional Skills Partnership	Chief Executive Strategic Director of Policy, Impact & Partnerships
Cllr John Spanswick (Bridgend) shall oversee matters relating to:	**Economic Inclusion** • Shared Prosperity Fund and levelling-up • Public Value and Corporate Social Responsibility • Corporate policies: child poverty, wellbeing statement, public sector equality duty & biodiversity • Welsh Language • Responsible Investing Policy • Tourism		Strategic Director of Legal & Governance Strategic Director of Policy, Impact & Partnerships

3. Delegated Powers of Portfolio Holders

Single Member Decisions

3.1 Decisions taken by an individual member of the CJC are 'Single Member Decisions'. Single Member Decisions can be made in respect of CCR City Deal sub-delegated funds only (outlined in paragraph 6.2 of Part 6 to this Constitution).

Key decisions

3.2 A Key Decision may not be taken by an individual Member of the CJC unless it has been delegated to an individual Member of the CJC, subject to the limitations set out in paragraph 3.1 above.

Decision taking by individual Portfolio Holders

3.3 Where a non-key decision is to be made, individual Portfolio Holders may take those decisions in the following circumstances, subject to the limitations set out in paragraph 3.1 above:

(a) Matters the subject of an agreed framework set by the CJC

Where the CJC has already set a clear framework for a set of decisions, the Portfolio Holder may take that framework forward into implementation.

(b) Matters the Subject of Recommendations

Where matters have been fully considered by an Advisory Board and the Board has made recommendations to the CJC, the relevant Portfolio Holder may consider the recommendations and take the decision on behalf of the CJC.

3.3 This general power is subject to the following conditions:

(a) a Portfolio Holder shall not take a decision in respect of any matter that is stated in the Terms of Reference and delegated duties of the CJC (as set out the Constitution) to be the responsibility of the CJC as a whole. All such decisions must be taken at a full meeting of the CJC;

(b) full consideration being given by the Portfolio Holder to all reports made to the Advisory Board and to the minutes, reasons given and options rejected;

(c) consideration being given by the Portfolio Holder of the need for further consultation or information before taking the decision;

(d) the decision of the Portfolio Holder being taken and recorded in full compliance with the Procedural Rules of the CJC and the minutes or records of all decisions being published within two clear working days of receipt from the Portfolio Holder of the decision and published on the CJC's website;

(e) where a Portfolio Holder is considering taking a decision which differs from the recommendation of the Advisory Board, the matter must be referred to the CJC for decision.

(6) supporting feedback loops and lines of communication within the Constituent Councils;

(7) nominating public sector Chief Executive representatives as Members of the Investment Board and to other relevant Sub-Committees and Forum as observers. These nominated members to be rotated on an annual basis.

2.4 Shareholders~~' Group~~ Board

~~2.4.1 The Shareholders' Group is comprised of the Chair of the CJC, the Directors of CSC Foundry Ltd, CCR Energy Ltd and Innovation Investment Capital Limited Partnership, together with the CJC-nominated Non-Executive Directors of companies in which the CJC has made equity investments.~~

~~2.4.2 The Group will be attended by the Chief Executives of once of the Constituent Councils, nominated by the Regional Chief Executives' Group, who may be invited to speak but may not vote on any matter.~~

~~2.4.3 The Group is responsible for:~~

~~(1) considering issues relating to CJC wholly-owned companies and companies in which the CJC has made equity investments; and~~

~~(2) making reports and recommendations to the Governance & Audit Committee and/or CJC, as appropriate~~

Overview

2.4.1 The Shareholder Board is constituted as a group to help enable the CJC to actively supervise and monitor its investments and relationships with its wholly owned companies, CSC Foundry Ltd and CCR Energy Ltd, and other companies in which the CJC has made equity investments.

2.4.2 The Board also monitors the CJC's investment in Innovation Investment Capital Limited Partnership.

2.4.3 The Board is not a decision-making body, and decisions shall continue to be recommended to the Corporate Joint Committee by the Chief Executive or decided under specific delegated authority from the CJC where relevant. This includes recommendations in relation to those matters set out at Schedule 1 (the Shareholder Reserved Matters) of these Terms of Reference and all other residual rights that the CJC has as shareholder under the Articles of Association

of the companies, or as a matter of law.

Membership

2.4.4 The Shareholder Board is constituted of the following Members:

- CJC Member for Governance, Resources & Assurance (Chair)
- CJC Member for Research, Innovation & Investment
- CJC Member for Industrial Policy, Internationalisation & Core Cities

2.4.5 The following officers, or their deputies where necessary, will attend the Shareholder Board in an advisory capacity but are not members:

- Chief Executive
- Chief Executive of one of the Constituent Councils, nominated by the Regional Chief Executives' Group
- Strategic Director of Regional Growth (Deputy Chief Executive)
- Strategic Director of Resources (S.151 Officer)
- Strategic Director of Legal & Governance (Monitoring Officer)

2.4.4 The Shareholder Board will also be supported by advisors representing the following disciplines within the CJC: Finance and Legal. The Board will also receive regular update reports from the Investment Board. The Board will also call on external expertise as and when required.

2.4.5 The Directors of CSC Foundry Ltd, CCR Energy Ltd and Innovation Investment Capital Limited Partnership, together with the CJC-nominated Non-Executive Directors of companies in which the CJC has made equity investments, will be invited to report to the Board as and when required but are not members of the Board. To enable full and frank discussion and advice between elected members, officers of the CJC and advisors, the company directors and non-executive directors may be excluded from attendance and taking part in certain discussions. The agenda will indicate where this is likely to be required and any exclusion will be reflected in the minutes of that meeting.

2.4.6 The Shareholder Board's business is part of the private business of the CJC and it is envisaged that commercially sensitive information will be discussed. However, in the spirit of openness and transparency (but subject to any overriding legislative requirements, confidentiality or commercial sensitivity) the minutes of the Shareholder Board shall be made available in the public domain as part of the quarterly CJC reports by the Chief Executive. Any external advisors to the Shareholder Board are to be reminded of this prior to attendance at the Board.

2.4.7 Where a Shareholder Board Member or other attendee has an actual or potential conflict of interest arising in relation to the business to be conducted at the Board, that Board Member or attendee will make the nature and extent of the conflict known to the Board in advance of any planned meeting and prior to any business being conducted at a meeting. The Chair, taking advice from the Strategic Director of Legal and Governance, will decide whether the conflict is prejudicial (so as to preclude that individual from taking part in the meeting or discussion of the relevant item). This does not override the obligation on Members to have full regard to the CJC's Code of Conduct and exercise their own judgement as to whether they have an interest that should prevent them from taking part in discussions. Details of conflicts, related advice and considerations shall be recorded within the minutes of the relevant meeting. In the event that the Chair is unable to take part in a discussion or meeting due to a conflict of interest, the meeting will be Chaired by one of the two remaining CJC Members.

Purpose of the Shareholder Board

Shareholder Reserved Matters

2.4.8 The Shareholder Board has been established to provide a formal mechanism and structure to facilitate discussions concerning the CJC's wholly owned companies and other equity investments, their performance and delivery. The Board assists with recommendations being presented to the CJC to make such decisions as are required or appropriate to make in its capacity as shareholder. The Shareholder Board also facilitates consultation requirements of any specific delegated authority from the CJC to make decisions regarding the CJC's wholly owned companies and other equity investments where relevant. Decisions in respect of the Shareholder Reserved Matters at Schedule 1 of these Terms of Reference are for recommendation from the Chief Executive to the CJC or under specific delegated authority from the CJC where relevant.

2.4.9 Any residual matters not specifically captured by Schedule 1 (Shareholder Reserved Matters) but considered to be a matter for the Shareholder to decide, either within the Articles of Association of the CJC's wholly owned companies, as a matter of good governance or as a matter of law, will also be for recommendation from the Chief Executive to the CJC (unless otherwise specifically delegated by the CJC).

Monitoring the Public Body's Investment

2.4.10 Whilst acknowledging the operational and commercial independence of the companies in which the CJC has invested, the CJC nevertheless has an interest and a duty to monitor the performance and success of its investments as shareholder and as lender. The Shareholder Board will therefore carry out that function and assist with reporting to the CJC on a quarterly basis. In particular, the Board will monitor the development and implementation of the Business Plan(s) of its wholly owned companies and will consider any proposed variations to those Business Plans. The Board will also monitor any risks associated with the operations and performance of its wholly owned companies. In that regard, the Board will not only review the Annual Report(s) of its wholly owned companies but will also receive reports from the CJC itself in the CJC's role as lender.

2.4.11 Where appropriate, and again whilst acknowledging the operational and commercial independence of the CJC's wholly owned companies, the Shareholder Board shall ensure that any recommendations to the CJC (or decisions under delegated authority) have evaluated the return and the benefits of its investment against the values of the CJC and intended outcomes of its investment and any wider impact on the CJC, its Constituent Councils and their residents. Where appropriate, the Board may highlight issues to its wholly owned companies, where doing so will promote the values of the CJC and does not interfere in the legitimate rights of the Company Directors to exercise their general authority. The Shareholder Board may make any recommendations it considers appropriate in that regard; however, the Board recognises that companies shall make their own independent decisions.

Governance

2.4.12 The Shareholder Board shall seek to uphold the principles of good governance set out at Schedule 2 (Good Governance Principles) when conducting meetings and assisting with recommendations to the CJC.

Operation of the Board

2.4.13 The Shareholder Board shall meet on a six-week rotation or as otherwise required (to align with quarterly CJC meetings). Meetings shall be convened and administered by Democratic Services and shall be chaired by the Chair of the CJC.

2.4.14 The quorum of the meeting shall be a minimum of two Shareholder Board members, one of whom must be the Chair or in the Chair's absence a deputy appointed by the Chair.

2.4.15 The Shareholder Board will consider any of the matters under its purview and recommendations shall be made by the Chief Executive to the CJC (or under specific delegated authority, where relevant). Where the Board is unable to reach consensus on a proposed recommendation to be made, a summary of the differing views shall be presented to the CJC.

2.4.16 Any recommendations, if specifically requested by the Shareholder Board, may be reported to a General Meeting of the relevant Company by any person authorised by the Board to attend the General Meeting on behalf of the Board and to represent the CJC as Shareholder but such person will normally be the Chair of the Board.

2.4.17 The Shareholder Board will invite a report from the Managing Director of each of its wholly owned companies, prepared in consultation with relevant CJC officers, which shall typically cover each of the following subjects at each meeting:

a. Finance: The status of loans made by the CJC to the Company, including outstanding loan amounts, accrued interest, draw down requests, breaches of covenants, recycled sales receipts, payments received in the last quarter and any loan agreement modifications;

b. Assets: Progress of the Project;

c. Law and Governance: Highlighting any legal issues, with particular regard to any decision making and general compliance issues.

2.4.18 In addition, the Shareholder Board will receive for information and consider at each of its meetings the monthly reports providing updates on CCR Energy Ltd's financial position, progress with site remediation, key issues and any other relevant matter, which shall further be presented to the CJC on a quarterly basis. Such reports may include any relevant CCR Energy Ltd board papers and minutes, as well as any other reports required by the Shareholder Board to enable it to carry out its function of considering shareholder related matters.

2.4.19 A flowchart setting out the overall reporting lines and various meetings is included at Schedule 3 (CCR Energy Ltd Meetings & Reporting Flowchart).

2.4.20 The Shareholder Board will also invite CCR Energy Ltd to present regular updates on the implementation of its Business Plan and to submit to the Board for review and comment the proposed final Annual Report, the draft Annual Business Plan and any proposed amendments to the existing Business Plan.

2.4.21 Each of the CJC's wholly owned companies will also report on any other matters directly relevant to the Shareholder Reserved Matters in respect of which the CJC needs to make a decision.

2.4.22 The Chair will approve the agenda for each meeting. The agenda and papers for each meeting will be circulated at least 3 clear working days prior to the meeting. The meeting will be minuted by a Democratic Services Officer or Executive Assistant and the Chair will oversee the convening of the meeting.

2.4.23 In the event of urgency, a meeting may be convened at short notice on the recommendation of the Chair or, if an urgent recommendation is required to be made by the Chief Executive, this can be done by means of email communication. Where these urgency provisions are required to be used, Democratic Services shall seek to make any arrangements necessary to either convene the meeting or obtain email approvals to a proposed recommendation.

Terms of Reference

2.4.24 The Shareholder Board shall exercise oversight of the CJC's functions as corporate shareholder of its wholly owned companies, including:

(a) Adopting, amending, and monitoring the performance of a company against, its Business Plan and, in particular, the company's performance:

(i) in financial matters;

(ii) against the social goals of the company as set out in the company's Objects, Business Case or Business Plans; and

(iii) against the values of the CJC.

(b) Evaluating and monitoring via periodic reports (including annual reports):

(i) performance and progress against business plans;

(ii) financial and social returns on investment (be that shareholding, loans or direct investment); and

(iii) risks and opportunities including those arising from joint ventures or new opportunities.

(c) Considering matters reserved to the CJC for shareholder approval, such as those listed below but more particularly set out in a company's Articles of Association or Shareholder Agreement but excluding any such matters that are reserved to the CJC for decision:

(i) varying Articles of Association;

(ii) varying ownership and structure;

(iii) variations to shares (number of, rights, etc);

(iv) entering contracts that:

- have a material effect on CJC business (including other companies within the group);
- are outside of the business plan or do not relate to the business; or
- are significant in relation to the size of the business, the business plan, etc.

(v) material legal proceedings outside of ordinary business;

(vi) adopting and amending business plans each year and strategic plans (3 years);

(vii) appointment, removal and the remuneration of directors (members of the company board);

(viii) selection of the chair of the board;

(ix) Appointment of auditors;

(x) Issue of dividends.

(d) Considering proposals that might be outside of the agreed operational parameters and business plans.

(e) Exercising oversight on decision making and assurance that the statutory functions of the companies are being properly discharged.

(f) Where appropriate making reports to and consult the CJC's Governance and Audit Sub-Committee.

2.4.25 The Terms of Reference of the Shareholder Board shall be reviewed annually or when required. Any changes to these Terms of Reference shall be approved by the CJC.

SCHEDULE 1 to the Shareholder Board Terms of Reference

SHAREHOLDER RESERVED MATTERS (WHOLLY OWNED COMPANIES)	
1.	Appointment or removal of a CJC-nominated Director.
2.	Approval and adoption of each Business Plan (and any amendments/variations).
3.	Alteration in the nature/scope of the Business, closing down/commencing any new business which is not ancillary or otherwise incidental to the business of the Company.
4.	Declaring or paying any distribution in respect of profits, assets or reserves of the Company or in any other way reducing the reserves of the Company.
5.	Forming any Company subsidiary or associated undertaking, acquiring shares in any other company or entity (subscription or transfer) such that the Company becomes a Subsidiary, entering into joint ventures or partnerships.
6.	Alteration of authorised or issued share capital, or classification thereof, allotment of share capital or securities, granting options or rights to subscribe to the Company, issuing loan capital of the Company.
7.	Waiving or delaying the rights of the Company and/or those of the Company to be exercised by the Company under any agreement to which the Company is a party.
8.	Making any petition or passing any resolution to wind up the Company or making any application for an administration or winding up order or any order having similar effect in relation to the Company or giving notice of intention to appoint an administrator or file a notice of appointment of an administrator.
9.	Changing the name of the Company.
10.	Change in status of the Company.
11.	The admission of a new Shareholder to the Company or the expulsion of any existing Shareholder.
12.	Entering into (or agreeing to enter into) any borrowing arrangement on behalf of the Company and giving any security in respect of any such borrowing (including creating any encumbrance over the whole or any part

	of the undertaking or assets of the Company or over any capital of the Company).[1]
13.	Taking any action outside the parameters of the Business Plans including but not limited to contract expenditure or increasing any indebtedness of the Company outside the parameters of the Business Plan.
14.	Taking any action which constitutes a variation to the costs set out in the budget section of the Business Plan.
15.	Acquiring, disposing or agreeing to acquire or dispose of any Company asset, any interest in any Company asset (including the exercise of an option) or any other land or buildings outside of the Business Plan.
16.	Granting or entering into any license agreement or arrangement concerning the trading names of the Company and goodwill attached thereto.
17.	Entry by the Company into any partnership or other profit share arrangement outside of the Business Plan.
18.	Contracting and/or entering into a commitment to contract expenditure outside the parameters of activity (as set out in the budget) contemplated by the Business Plans.
19.	Giving a guarantee, suretyship or indemnity to secure the liabilities of any person or assume the obligations of any person.
20.	Any other matters not covered within the Company's usual day-to-day business and within the scope of the Business Plans.

[1] No Shareholder Board approval is needed in respect of such arrangements where they have already been the subject of a CJC governance process and been formally approved by the CJC.

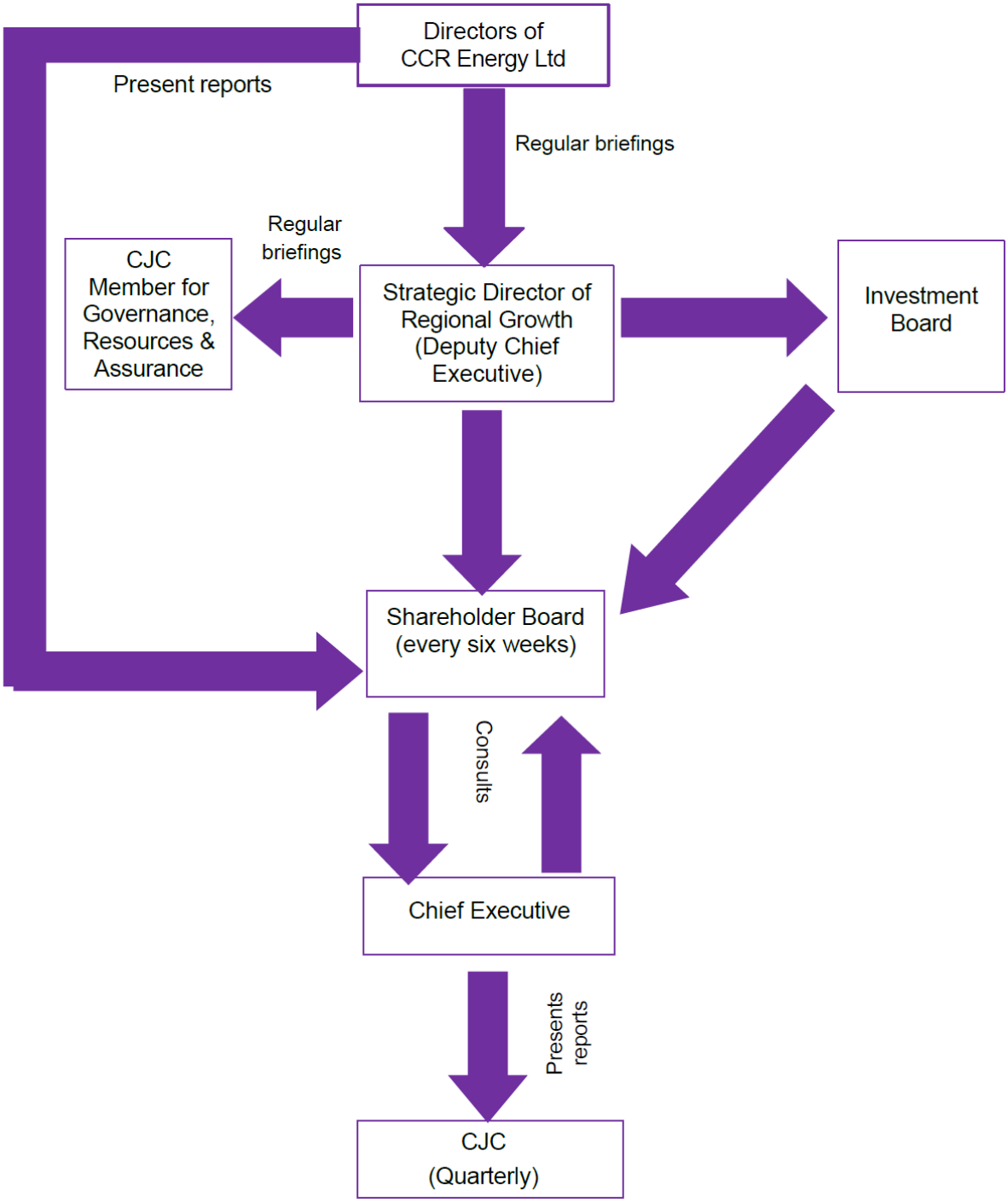
SCHEDULE 2 to the Shareholder Board Terms of Reference

PRINCIPLES OF GOOD GOVERNANCE	
❖	CJC owned companies will be provided with the freedoms to achieve their commercial and operational objectives, subject always to the matters reserved to the CJC and the obligations and duties arising from the company's status as a public authority owned undertaking.
❖	The CJC will retain controls which enable it to protect its investment and ensure that its objectives are met.

❖	Appropriate business ethics will be enforced so that decisions are taken for the benefit of the company and the CJC, taking into account the CJC's group of company entities, with company directors acting for the company, and the Board acting for the CJC. Any interests (including competing interests between the CJC and the company, or between other CJC companies) will be formally recognised and controlled.
❖	Information will flow between the CJC and the company to ensure that mutual understanding and shareholder / company objectives are maintained. In particular the CJC should: ○ set out its objectives and priorities at the outset and keep these under review – any changes will be timely, proportionate, commercially realistic and part of the annual review; ○ define and communicate clear roles for its representatives who meet with the company and these meetings will have an agenda and be minuted; ○ engage with the company to understand, record and analyse the costs of the company's deliverables as key performance indicators (KPIs) and its effect on the CJC and other CJC companies' KPIs (incorporating factors such as interest payments, tax savings, business rates, savings/contributions on connected CJC activities and effect on the group economy). Companies will be reviewed annually – these reviews together with triennial reviews will be a mechanism for considering change in investment and funding; ○ engage with the other CJC companies to understand and support the CJC in relation to resourcing, including staffing, working capital, the investment cycle, cashflow, and retained profits; ○ maintain a joint risk register to ensure risks are managed across the CJC's companies and there is appropriate engagement to plan assurance requirements; ○ set out clear and consistent processes with commercial timescales for key decisions such as loans; ○ ensure that confidentiality of commercially sensitive information is maintained where appropriate.
❖	The CJC's companies shall be required to: ○ engage with the CJC in a timely fashion, keeping it well informed, where it requires funding or other support from the CJC;

	○ communicate any commercial timescales and sensitivities; ○ provide the information required in its agreements with the CJC as part of its normal reporting cycle; ○ engage effectively with the CJC's assurance providers.
❖	Directors of CJC companies must act for the company, declaring and avoiding any actual or apparent conflict of interest. Company Directors should have skills appropriate to the sector and role. To ensure this is achieved the Board of Directors should have mandatory training including induction, an annual training programme and guidance notes. An annual skills audit and triennial independent review should be used to support the Board of Directors and identify appropriate external expertise.
❖	CJC nominated company directors and member representatives are to receive mandatory training on an annual basis and appropriate indemnity arrangements are to be ensured.
❖	When Financing a Company The CJC, when financing a company, will set in place controls to enable it to protect its investment and achieve its objectives. Initially: • The CJC is required to consider a business case and risk analysis in deciding whether the entity should proceed to trade. • The CJC has the right to appoint CJC nominated board member(s). • Participation in any legal entity will require approval by the CJC. • A shareholders' agreement or governance policy can be used to set out decisions which the company directors can only make with the approval or oversight of the CJC. These might include: ○ the right to approve substantial changes in the company's business plan; ○ monitoring and evaluation of company reporting (there is a need to ensure that that 'advice' does not extend to any form of management of the company); ○ Access to information, financial reporting and monitoring provision is required, e.g. to ensure that commercial agreements such as loans and service contracts are adhered to.

SCHEDULE 3 – CCR ENERGY LTD MEETINGS & REPORTING FLOWCHART



(b) working with Welsh Government, Transport for Wales, user groups, industry and other stakeholders to co-ordinate transport planning and operations across the region on behalf of the CJC;

(c) developing transport Candidate Schemes for assessment under the SEWCJC Investment Framework; and

(d) providing advice and observations related to Candidate Schemes, with transport implications, submitted to the CJC by other bodies.

1.3.7 The Sub-Committee can establish sub-groups or Task & Finish Groups, including a Regional Transport Review Group, for any matters that they consider would be better dealt with in this manner, but the sub-committee shall not be entitled to delegate any of its decision-making functions to any such sub-group or task and finish group.

1.4 Standards Sub-Committee

1.4.1 The Standards Sub-Committee is comprised of 9 Members, including 5 Independent Members and 4 Members of the CJC's Constituent Councils.

1.4.2 Members of the CJC or another of its sub-committees may not be members of the Standards Sub-Committee.

1.4.3 The Standards Sub-Committee shall be responsible for exercising the following functions in relation to the CJC:

(1) promoting and maintaining high standards of conduct by the CJC's members and co-opted members;
(2) assisting the CJC's members and co-opted members to observe the CJC's code of conduct;
(3) advising the CJC on the adoption and revision of a code of conduct;
(4) monitoring the operation of the CJC's code of conduct;
(5) advising, training or arrange to train the CJC's members and co-opted members on matters relating to the CJC's code of conduct;
(6) overseeing the Members' Register of Interests;
(7) granting dispensations to members from requirements relating to interests set out in the Members' Code of Conduct;
(8) dealing with any reports from a case tribunal or interim case tribunal or the Monitoring Officer on any matter referred to that officer by the Public Services Ombudsman for Wales; and
(9) determining appropriate action on matters referred to it by the Public Services Ombudsman for Wales.

4. Functions Discharged by Constituent Councils

4.1 Standards and Ethics Committee

The Standards & Ethics Committee of Cardiff Council shall discharge the following functions on behalf of the CJC:

(1) promote and maintain high standards of conduct by the CJC's members and co-opted members;
(2) assist the CJC's members and co-opted members to observe the CJC's code of conduct;
(3) advise the CJC on the adoption and revision of a code of conduct;
(4) monitor the operation of the CJC's code of conduct;
(5) advise, train or arrange to train the CJC's members and co-opted members on matters relating to the CJC's code of conduct;
(6) make an annual report to the CJC describing how its functions have been discharged during the financial year.

(a) not go beyond the provision in the revenue or capital budgets for their service or agree individual items of expenditure or virement beyond that permitted by the Contract and Financial Procedure Rules;

(b) have regard to any report by the Chief Executive under The Corporate Joint Committees (General) (No. 2) (Wales) Regulations 2021, or the Monitoring Officer under Section 5 of the Local Government and Housing Act 1989 or of the Section 151 Officer under Section 114 of the Local Government Finance Act 1988;

(c) maintain a full record of the exercise of those powers, including all relevant details, in accordance with any corporate guidance given by the Monitoring Officer; and

(d) have regard to any report from the CJC's internal and external auditors in relation to a fundamental weakness in management and financial controls.

4. Scrutiny of Chief Officer Decisions

4.1 All Key Decisions taken by Officers shall be open to scrutiny via the Joint Overview and Scrutiny Committee's 'call-in' procedures.

4.2 A 'Key Decision' is a decision which:

(a) is likely to result in the Corporate Joint Committee incurring expenditure which is, or the making of savings which are, significant having regard to the CJC's budget for the function to which the decision relates; or

(b) is likely to be significant in terms of its effect on communities living or working in the region.

(c) The CJC has agreed the financial threshold for a Key Decision is £100,000.

4.3 For the purposes of paragraph 4.2 above, the incurring of expenditure is not a Key Decision if it is:

(a) to implement or give effect to a provision of the CJC's Budget or Policy Framework and, where appropriate, for which financial provision has been made;

(b) to implement nationally or locally agreed pay awards for officers of the CJC in accordance with the terms of such award;

(c) expenditure incurred by the Strategic Director of Resources in the exercise of Treasury Management powers delegated to them.

4.4 For the purposes of paragraph 4.2 above, any decision taken for the purpose of implementing an approved plan or strategy is not a Key Decision if it relates to a matter for which the plan or strategy makes provision.

4.5 For the avoidance of doubt, any decision which does not fall within the definition of Key Decision is an ~~All other decisions shall be~~ 'Operational Decisions'.

5. Record of Chief Officer Decisions

5.1 A sufficient record must be made of all Key and Operational Decisions.

5.2 Key Decisions taken by Officers under this Scheme of Delegation will be published on the CJC's website within 2 clear working days following the decision being taken. This will exclude any exempt information in line with paragraph 9.1 of Part 4C – Access to Information Rules.

5.3 A Key Decision will come into force and may be implemented on the expiry of 3 clear working days after the publication of the decision unless the decision is called in for review by the Joint Overview and Scrutiny Committee.

5.4 In respect of an Operational Decision, these will be recorded by the relevant service area and a record of that Operational Decision maintained by that service area.

5.5 Both Key and Operational Decisions taken under this Scheme of Delegation are subject to the CJC's Access to Information Procedure Rules.

6. Urgent Decisions and Minor Matters

6.1 The Chief Officers may be specifically authorised to take decisions on behalf of the CJC in cases of urgency or in relation to minor matters. In doing so, the procedure set out below must be followed.

6.2 In relation to matters which are the responsibility of the CJC, subject to consultation with the Chair (or in their absence the Vice Chair), the Chief Officers shall have the power to act on behalf of the CJC in cases of urgency and on minor matters, where the urgent matter is of such a nature that it may

be against the CJC's interest to delay and where it is not practicable to obtain the approval of the CJC. The safeguards set out below must be followed.

6.3 The procedure must only be used when considered essential to achieving the efficient administration of the service and consideration must be given to whether the matter can wait until the next scheduled meeting or whether the calling of a special meeting can be justified.

6.4 The information in the report must be given the same care and attention as a report to the CJC. Councillors must be given all the information they need in order to fully consider the matter.

6.5 For minor matters the subject matter:

(a) should not give rise to implication of a policy or resource nature for the CJC;

(b) the cost of implementing the decision must not exceed agreed budgets; and

(c) the decision should not conflict with any plan or strategy agreed by the CJC.

6.6 All decisions taken by Officers under this delegated power must be reported for information to the next meeting of the appropriate committee.

7. General Delegations to all Chief Officers

7.1 All Chief Officers may exercise any function delegated to any other Officer within their directorate.

7.2 Chief Officers may exercise any function outside their directorate if authorised to do so by the Chief Executive.

7.3 All Chief Officers shall be authorised to:

General

(1) take any action necessary to ensure the effective and efficient management of their directorate;

(2) act in minor or urgent matters where to delay for a CJC meeting would not, in their opinion, be in the CJC's interest, subject to the procedure set out at paragraph 6 above;

(3) respond to consultation documents which are considered appropriate to be dealt with at Officer level;

(4) liaise and develop partnerships with external agencies, Government departments and stakeholder organisations;

(5) take any action necessary to ensure the effective development and implementation of the CJC's key strategies, following adoption by the CJC;

Financial

NB: All financial decisions must be within the CJC's agreed Financial Procedure Rules and within the budget allocation for the service area.

(6) exercise powers of virement;

(7) control service budgets subject to the strategies, policies, objectives and targets agreed by the CJC;

(8) determine grants expenditure in accordance with agreed grant criteria;

Contracts

NB: All procurement decisions must be within the CJC's agreed Contract Procedure Rules and within the budget allocation for the service area.

(9) approve/award contracts;

(10) approve variations in contracts;

(11) approve use of consultants;

(12) terminate contractual and other commissioning arrangements;

Human Resources

NB: All HR decisions must be within the CJC's agreed HR policies and within the budget allocation for the service area; and where appropriate, taken in consultation with the Strategic Director of

Resources, the Strategic Director of Legal and Governance and/or Head of HR.

(13) appoint, suspend and dismiss staff up to and including Head of Service level;

(14) create new permanent posts or delete posts;

(15) move posts within the service area and between service areas;

(16) determine temporary/fixed term posts;

(17) determine any secondment arrangements;

(18) determine the employment of agency employees and any contract arrangements with agencies or contractors;

(19) determine Health and Safety arrangements within a service area;

(20) determine grade starting point and any progression through grades within any agreed schemes;

(21) authorise attendance at training events or conferences;

(22) determine any application for payment of professional fees;

(23) determine any change to hours of any post;

(24) determine any job share arrangement or any scheme of reduced hours of work;

(25) vary the pattern of the working week;

(26) determine planned overtime payments;

(27) determine paid or unpaid leave of absence;

(28) determine whether to allow 'carry over' of leave;

(29) determine any disciplinary action, subject to the limitations in respect of the Chief Executive, Monitoring Officer and Chief Finance Officer imposed by the Employment Procedure Rules which can be found at paragraph 6 of Part 4F to this Constitution;

(30) work with colleagues to secure redeployment opportunities or development opportunities for unplaced employees and as a last resort, to serve redundancy notices, where there is no suitable alternative employment available with the authority;

Companies

11.10 **Disclosure by Members:** Members will not make public Confidential or Exempt Information without the consent of the CJC or divulge information given in confidence to anyone other than a Member or Officer entitled to know it unless otherwise authorised by law.

12. Exclusion of Access by the Public to Reports

12.1 Prior to a meeting, if the Monitoring Officer thinks fit, the CJC may exclude access by the public to the whole or any part of a report which in his or her opinion relate to items of business during which, in accordance with Rule 11, the meeting is likely not to be open to the public.

12.2 Such reports or parts of reports will be marked "Not for Publication" together with the category of information likely to be disclosed. After the meeting access to the Report is subject to Rule 9. Where the decision to exclude access has required a determination of the public interest the Monitoring Officer shall keep a note of his or her reasons for the decision.

13. The Forward Plan

13.1 The Forward Plan will be prepared by the Proper Officer to cover a period of three months. It will be updated quarterly.

13.2 The Forward Plan will contain matters which the CJC and Officers (Key Decisions under the Scheme of Delegation) are likely to consider. It will contain information on:

(a) the timetable for considering the Budget and any plans forming the Policy Framework and requiring CJC approval, and which body is to consider them;

(b) the timetable for considering any plans which are the responsibility of the CJC;

(c) any individual matters on which the CJC intends to consult in advance of taking a decision, and the timetable for consultation and decision.

13.3 The CJC Forward Plan will need to ensure it is robust, open and transparent of forthcoming decisions to ensure that the Joint Overview and Scrutiny Committee is provided with sufficient information to allow it to conduct its role effectively. The Forward Plan will be published at least 28 days before the start of the period covered. The Proper Officer will publish the Forward Plan on the CJC's website.

14. Consultation on Proposals to be Considered by the CJC

14.1 At least four weeks should be permitted in the Forward Plan timetable for consultation with the Joint Overview and Scrutiny Committee and where a matter is to be considered by the CJC and is not urgent (as defined below) or confidential or exempt (as defined in Part 4C (Access to Information Procedure Rules).

14.2 A matter may be considered urgent where the events to which it is addressed were unforeseen at the time that the last Forward Plan was produced and a decision is required within four weeks.

14.3 A decision can only be treated as urgent if the decision taker (if an individual) or the Chair of the body making the decision obtains the agreement of the Chair of the Joint Overview and Scrutiny Committee that the taking of the decision cannot be reasonably deferred. If the Chair of the Joint Overview and Scrutiny Committee is unable to act, then the agreement of the Chair of the CJC or, in his/her absence, the Deputy Chair will suffice. Any decisions taken under this urgency procedure will be recorded as having been taken in the absence of consultation in the decision record.

Part 4E – Contract Procedure Rules

Key Messages

- The South East Wales Corporate Joint Committee (CJC) has made arrangements for Rhondda Cynon Taf County Borough Council (RCT) to provide Procurement Advice and Support services to the CJC. To facilitate the delivery of these services, the CJC has agreed to adopt RCT's Contract Procedures Rules, subject to minor amendments to reflect the CJC's organisational structure.

- References in these Contract Procedure Rules to the Corporate Procurement Service and to the Head of Procurement Delivery are to RCT's Corporate Procurement Service and Head of Procurement Delivery. References to the Strategic Director of Legal & Governance are to CCR's Strategic Director of Legal & Governance. References to all other Officers are to Officers of the CJC.

- Before entering into any contract, placing Official Orders or undertaking any competitive procurement process where the estimated value exceeds £30,000, Officers must consult with the Corporate Procurement Service who will advise on the procurement process to be followed. Upon receipt of a fully completed Contract Initiation Document, the Corporate Procurement Service will be responsible for leading the procurement process above this value (in consultation with the relevant CJC Service Area) from initiation through to contract award.

- Any Officers delegated with responsibility for the procurement of goods, services (including contracts for consultancy) or works for or on behalf of the CJC (in accordance with the CJC's Scheme of Delegation) are affected by these Contract Procedure Rules.

- All procurement should be conducted in accordance with the principles of public procurement law, namely, non-discrimination, transparency and fairness.

- Officers shall make full use of Corporate Contracts, including established Framework Agreements or other legally available arrangements, before placing Official Orders.

- Details of all Contracts available for use can be obtained from the Corporate Procurement Unit.

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1. Introduction

1.1. Regulation 16 of the Corporate Joint Committees (General) (No. 2) (Wales) Regulations 2022/797 (equivalent to Section 135 of the Local Government Act 1972) requires that the CJC has in place 'standing orders' that provide the necessary guidance/framework for Officers to follow when entering contracts for goods, services and works. These Contract Procedure Rules provide the guidance as required under the Regulations.

1.2. To ensure legal compliance with relevant public procurement legislation, including the Procurement Act 2023, it is essential that the Corporate Procurement Service is notified of any intentions to contract where the estimated value exceeds £30,000. Furthermore, the Head of Procurement or their nominated officer shall publish all Notices above this financial threshold on behalf of the CJC.

1.3. These Contract Procedure Rules are without prejudice to the need for budget holders to ensure that appropriate funding and budget management is in place.

1.4. These Contract Procedure Rules will be kept under continuous review so that they reflect changes in contracting and best practice. The reviews will be carried out by RCT's Head of Procurement Delivery in conjunction with the CJC's Strategic Director of Legal & Governance.

1.5. All financial values included in these rules are inclusive of VAT.

2. Aims and Scope

2.1. These Contract Procedure Rules aim to ensure legal compliance and deliver the most advantageous tenders that are effectively managed once awarded. These Rules set the framework for these processes and aim to strike the right balance between price and quality.

2.2. These Contract Procedure Rules shall be applicable where the CJC is acting as an agent for another body unless the principal body directs otherwise.

2.3. Unless specified below, all areas of the CJC's business fall within the scope of these Contract Procedure Rules, that is, all areas where goods, services and works are procured from external parties. This requirement extends to situations where the CJC appoints external consultants and contractors to administer tendering activities on its behalf.

2.4. These Contract Procedure Rules do not apply to the following areas of business:

- Employment contracts. Note that the procurement of Agency Workers and Consultancy Services does fall within the scope of these Rules.

- Vertical or Horizontal Arrangements (see Definitions).
- The acquisition or disposal of land or buildings. However, if the sale or acquisition of land or buildings is predicated upon a contract for the provision of services then these Rules may apply.
- Certain Legal Services such as those services relating to judicial or other dispute resolution proceedings, notary services and services that must be carried out by a particular person under an order of a court or tribunal or enactment, e.g. legal services provided by appointed guardians.

3. The Legal Framework

3.1 The procurement of goods, services and works is covered by the following legal and regulatory framework. Details of each are provided at the following links:

- Local Government Act 1972
- The Procurement Act 2023
- The Social Partnership and Public Procurement (Wales) Act 2023
- Wellbeing of Future Generations Act
- Welsh Public Procurement Policy
- The Equality Act 2010
- Welsh Language (Wales) Measure 2011

4. Demonstrating openness, transparency, and fairness

Notices

4.1 Demonstrating transparency is a key objective of the Procurement Act 2023. The Act sets out a legal requirement on the CJC to publish certain Notices during the procurement lifecycle. This covers pre-procurement, procurement and contract management activities for all applicable contracts. Further details on Notices are contained in Appendix 1.

Procurement Planning – Pipeline Notice

4.2 It is a legal requirement for the CJC to have in place and publish a 'Pipeline Notice'. The Pipeline Notice sets out specified information about any Public Contract with an estimated value of more than £2 million of which the CJC intends to publish a tender notice or transparency notice within 18 months following the first day of the next financial year.

4.3 Officers must provide the Corporate Procurement Service with details of all new contracts, with an estimated contract value of more than £2m, planned for procurement within 18 months from the first day of the relevant financial year. Details must be provided within 56 days of the start of that financial year.

4.4 Officers should provide the Corporate Procurement Service with details of all potential or planned tenders/contracts where the estimated contract value is in excess of the relevant Procurement Thresholds. Details must be provided at the earliest opportunity in order for the Corporate Procurement Service to advise on the procurement process and to comply with legal timescales.

4.5 For contracts below the relevant Procurement Act Threshold, the procedures in sections 6.13 – 6.22 or 6.40 – 6.43 must be followed. Where the procurement process is to be supported by the Corporate Procurement Service, then appropriate notification timescales must be given.

Avoiding Conflict of Interest

4.6 The Procurement Act requires public bodies to take appropriate measures to prevent, identify and remedy conflicts of interest arising in procurement procedures and ongoing contract management.

4.7 Conflicts of interest shall at least cover any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

4.8 Involvement, in the context of conflicts of interest, may relate to any stage in the commercial lifecycle including preparation and planning, publication, selection and award and contract implementation and ongoing management.

4.9 Individuals must avoid placing themselves in a position where there is a conflict between their personal and/or outside interest and their official duties in a procurement and must comply with internal policy relating to gifts, hospitality and conflicts of interest at all times.

4.10 Members and employees of the CJC shall comply with the requirements of Section 117 of the Local Government Act 1972 and the Employees' Code of Conduct set out in the Constitution about the declaration of private interests in Contracts with the CJC. Such interests must be declared to the Strategic Director of Legal & Governance acting in his or her capacity as Monitoring Officer for inclusion in the appropriate registers.

5. Guidance

5.1 Section 6 of these Contract Procedure Rules provide the detailed requirements for all Officers to follow when procuring goods, services or works.

5.2 To ensure Officers have access to specialist advice and guidance, a support system, including assistance and advice from the CJC's Legal Services Team and the Corporate Procurement Service, is available. Standard documents for internal CJC use are available and should be adopted where appropriate.

5.3 The CJC may collaborate with other Public Sector Bodies when undertaking a new procurement process. This is encouraged where possible. Collaborative tenders are usually carried out and managed by a Lead Tendering Authority and where the CJC is the Lead Tendering Authority the CJC's Contract Procedure Rules shall apply. If the CJC is not the Lead Tendering Authority, then advice must be sought from the Corporate Procurement Service prior to the publication of any Tender document(s).

5.4 Standard documents are available to use, and these are available from the CJC's Legal Services Team and the Corporate Procurement Service. The Corporate Procurement Service can be contacted using the following e-mail address: Procurement@rctcbc.gov.uk.

6. Tendering Requirements – Key Requirements and Financial Thresholds

Key Requirements

6.1 The Corporate Procurement Service must be notified in advance of all Contracts to be entered into over £30,000. The Corporate Procurement Service will advise and assist on the most appropriate tendering procedure.

6.2 Before undertaking any competitive tendering process or before placing any Purchase Orders on behalf of the CJC, Officers shall make full use of Corporate Contracts. Other established Framework Agreements or other compliant arrangements may also be considered in consultation with the Corporate Procurement Service.

6.3 Where Framework Agreements or other compliant arrangements are to be utilised, Contracting Officers must conform to the specific requirements of each Framework Agreement for the selection and letting of contracts.

6.4 Approved Lists may be established in accordance with Sections 17 – 22 of the Local Government Act 1988, who have met the CJC predetermined criteria and who are willing and able to supply Products of a particular type or description. Approved Lists cannot be used for the exclusive selection of Tenderers for any Contract above Threshold level. Where an Approved List is utilised to select potential Tenderers, it is recommended the invited Tenderers are refreshed on each occasion from any previous selection list used to encourage competition.

6.5 Officers should retain records locally, that support any decisions made for the purposes of entering into a contract or making purchases under these rules.

6.6 All contracts entered into on behalf of the CJC must have an appropriate Contract (Terms and Conditions) and must be properly authorised and signed by an officer with delegated authority under the CJC's Scheme of Delegation.

6.7 **Late Tenders** – All Tenders should be received and opened at a pre-determined date and time. Unless in exceptional and justifiable situations, tenders received after any given date and time for receipt shall not be considered. Approval must be sought from the Strategic Director of Legal and Governance and/or the Head of Procurement or their nominated Officer(s) in writing before proceeding with the acceptance or evaluation of any tender submitted after the pre-determined date and time.

Estimating the anticipated contract value

6.8 The tendering procedure adopted will be dependent upon the estimated value of the contract and the nature of the goods, services or works to be delivered.

6.9 Officers must estimate the maximum value of each contract to determine the most appropriate tendering procedure (as set out in **Table 2** below). The estimated value will be inclusive of VAT and should be determined as the maximum amount the CJC could expect to pay under the contract including, where applicable, amounts already paid and any extension options.

6.10 The value determined by this exercise will confirm whether it will be considered below or above the financial thresholds as listed within the Procurement Act 2023. The Procurement Act Thresholds are provided in **Table 1** and are always provided inclusive of VAT.

Table 1 - Procurement Act Thresholds*

Category	Inclusive VAT	Exclusive VAT (approx)
Supplies and Services	£214,904	£179,086
Works	£5,372,609	£ 4,477,174
Light Touch Services **	£663,540	£663,540

** As of 1st January 2024. Please note the Thresholds are updated every 2 years.*
*** Light Touch Services are those services described in The Procurement Act and as set out in The Procurement Regulations 2024. These are generally for certain social, health and education services and are subject to more flexible procurement rules.*

6.11 If it is not possible to estimate the value (for example, because the duration of the contract is unknown), then the contract is to be treated as having the estimated value in excess of the threshold(s) listed in **Table 1**.

6.12 This section provides the rules for both below and above the Procurement Act Thresholds.

Below Procurement Act Threshold Tendering Requirements – Tenders Invited

6.13 A key requirement of these procedure rules is to ensure compliance and competitiveness and the primary method of achieving this is through a competitive process. Additionally, the procurement should be conducted in accordance with the principles of public procurement although competition should be proportionate to the value and the CJC's resources.

6.14 **Table 2** below sets out the minimum levels of competition that must be carried out for below Procurement Act threshold tenders. Where the competition level is defined as having '*due regard for ensuring value for money is achieved*' Contracting Officers shall have the ability to determine and demonstrate how this is obtained. This may be by obtaining multiple quotes, desktop evaluations, assessment against published criteria, benchmarking or other relevant methods. Whilst the minimum level of competition is set out in **Table 2**, Officers should consider advertising the opportunity if appropriate.

Table 2 – Requirements for below threshold tenders

Contract Value	Competition Level
Supplies and Services	
Purchases below £30,000	Due regard for ensuring value for money is achieved.
Purchases between £30,000 and £75,000	2 suppliers invited (minimum)
Purchases between £75,000 and Procurement Act Threshold	3 suppliers invited (minimum)
Works	
Purchases below £100,000	Due regard for ensuring value for money is achieved.
Purchases between £100,000 and £500,000	2 suppliers invited (minimum)
Purchases between £500,000 and £2,000,000	3 suppliers invited (minimum)
Purchases between £2,000,000 and Procurement Act Threshold	4 suppliers invited (minimum)

6.15 Officers should consider local companies when inviting tenders. If a suitable number of Tenderers cannot be identified the tender may be openly advertised. On completion of the tender process a tender report will be completed, reviewed and signed off by Officers with the delegated authority to do so where within approved budget (Section 151 Officer sign-off for any contract awards not within approved budgets).

Contracts below £30,000

6.16 For all Contract value below £30,000, a completed Contract Initiation Document (CID) must be returned to the CJC's Legal Services Team at LegalServices@cardiffcapitalregion.gov.uk prior to any procurement process being followed. This document starts the project and allows the requirements and procurement strategy to be recorded.

6.17 Upon receipt of a fully completed Contract Initiation Document, the CJC's Legal Services Team will be responsible for advising on the procurement process (in consultation with the relevant service area) from initiation through to contract award.

Contracts between £30,000 and Procurement Act Thresholds

6.18 For all Contracts valued above £30,000, the Corporate Procurement Service and the CJC's Legal Services Team must be informed prior to entering into the contract.

6.19 For contracts with an estimated value between £30,000 and the Procurement Act Thresholds, listed in **Table 1**, the Corporate Procurement Service must be engaged and will advise accordingly on the most suitable process to be followed. Depending on the complexities of the tender, Service Areas may be permitted to conduct their own tendering process in accordance with these rules.

6.20 Framework Agreements or Dynamic Markets (see sections 6.31 – 6.37) may be used if appropriate.

6.21 Competitive tenders should be undertaken using RCT's Contract Management System and take into account the requirements as set out within **Table 2**.

6.22 Where the Corporate Procurement Service is to undertake the tendering activity, a Contract Initiation Document (CID) must be completed by the relevant Service Area and returned to the Corporate Procurement Service (Procurement@rctcbc.gov.uk) (copying the CJC's Legal Services Team (LegalServices@cardiffcapitalregion.gov.uk) prior to any further work taking place. This document starts the project and allows the requirements and procurement strategy to be recorded.

6.23 Upon receipt of a fully completed Contract Initiation Document, the Corporate Procurement Service will be responsible for leading the procurement process (in consultation with the relevant Service Area) from initiation through to contract award.

6.24 On completion of the tender process a tender report will be completed, reviewed and signed off by Officers with the delegated authority to do so where within approved budget (Section 151 Officer sign-off for any contract awards

not within approved budgets).

6.25 The relevant Notices will be published.

Contracts above the Procurement Act Thresholds

6.26 Tenders for above Procurement Act threshold Contracts must be undertaken by the Corporate Procurement Service via the Contract Management System (unless prior approval of the Strategic Director of Legal and Governance and/or the Head of Procurement or their nominated Officer(s) has been obtained).

6.27 Advice must be sought from the Corporate Procurement Service before the commencement of any above Procurement Act threshold process. This will enable the procurement procedure to be determined and ensure full compliance with the procedures set out in the Procurement Act and other regulatory requirements.

6.28 A Contract Initiation Document (CID) must be completed by the relevant Service Area and returned to the Corporate Procurement Service (Procurement@rctcbc.gov.uk) (copying the CJC's Legal Services Team (LegalServices@cardiffcapitalregion.gov.uk) prior to any further work taking place. Unless the contract can be awarded using a Framework, Dynamic Market or Direct Award process, the tender must be advertised. Either an Open or Competitive Flexible Procedure shall be followed in accordance with The Procurement Act 2023.

6.29 Upon receipt of a fully completed Contract Initiation Document, the Corporate Procurement Service will be responsible for leading the procurement process (in consultation with the relevant Service Area) from initiation through to contract award.

6.30 Where required, the Procurement Service shall publish the required Notices in accordance with the Procurement Act.

6.31 On completion of the tender process a tender report will be completed, reviewed and signed off by Officers with the delegated authority to do so where within approved budget (Section 151 Officer sign-off for any contract awards not within approved budgets).

6.32 The relevant Notices will be published.

Awards made via Frameworks or Dynamic Markets

6.33 Before undertaking any new procurement activity, Officers should establish if the requirements can be met by an existing Framework Agreement or other collaborative agreements such as Dynamic Markets.

6.34 The use of frameworks and other collaborative agreements must be approved

by the Strategic Director of Legal and Governance and/or the Head of Procurement or their nominated Officer(s) before use.

6.35 Where Framework Agreements or other collaborative agreements are used to procure, the award process must be in accordance with the terms and guidance of the agreement and regulations within the Procurement Act.

6.36 Award processes for Framework Agreements will depend on the framework being used but will typically include a re-opening of competition, where all applicable suppliers shall be invited to tender, or via a Framework direct award, where a supplier may be selected without competition. Framework Agreement direct awards must be in accordance with the rules of the framework itself and the Procurement Act. When awarding contracts via a framework direct award process, officers must identify Objectives Mechanisms for supplier selection.

6.37 For Dynamic Markets a competitive procedure must take place inviting all applicants to bid. Competitive tenders should be undertaken using RCT's Contract Management System or other suitable system.

6.38 On completion of the tender process a tender report will be completed, reviewed and signed off by Officers with the delegated authority to do so where within approved budget (Section 151 Officer sign-off for any contract awards not within approved budgets).

6.39 The relevant Notices will be published.

Instances where there are less than the required minimum Tenders invited

6.40 In such cases where the Contracting Officer wishes to proceed with less than the required number of tenders specified in **Table 2**, the rationale shall be documented and approved by the relevant Director.

Instances where there are less than the required number of Tenders received

6.41 In such cases where the number of Tenders received are less than the number invited, the relevant Director or responsible officer shall determine whether or not to proceed with due regard for securing the most advantageous tender.

Single Tender

6.42 A Single Tender may be invited for below Procurement Act Threshold contracts when any of the following reasons apply:

- by reason of Regulation or Legislation only one supplier of the product or service exists;
- due to an absence of competition for technical reasons, only a particular

supplier can supply the goods, services or works required, and there are no reasonable alternatives to those goods, services or works;

- only a Proprietary Product (for Goods, Services, Social & Other specific services or Works) is suitable or acceptable to customers or the Product consists of repairs or works to an existing Proprietary Product;
- the contract concerns the creation or acquisition of a unique work of art or artistic performance;
- due to a particular supplier having intellectual property rights or other exclusive rights, only that supplier can supply the goods, services or works required, and there are no reasonable alternatives to those goods, services or works;
- the contract concerns the supply of goods, services or works by the existing supplier which are intended as an extension to, or partial replacement of, existing goods, services or works in circumstances where:
    - a change in supplier would result in the contracting authority receiving goods, services or works that are different from, or incompatible with, the existing goods, services or works; and
    - the difference or incompatibility would result in disproportionate technical difficulties in operation or maintenance;
- in exceptional cases of such extreme emergency that a tender process cannot be undertaken;
- where justification for not complying with the requirements set out in **Table 2** can be evidenced in accordance with the principles of obtaining value for money and/or CJC priorities;
- Agreements between other Public Sector Bodies.

6.43 In all such cases:

- A Tenderer must provide a proposal that meets the CJC's requirements;
- Prices are negotiated and value for money must be demonstrated;
- Suitable Terms and Conditions are agreed.

6.44 On completion of the tender process a tender report will be completed, reviewed and signed off by Officers with the delegated authority to do so where within approved budget (Section 151 Officer sign-off for any contract awards not within approved budgets)

6.45 The relevant Notice will be published.

Direct Awards – Above Procurement Act Threshold

6.46 An above Procurement Act Threshold Direct Award is permissible in certain permitted circumstances. Advice must be sought from the Head of

Procurement and/or the Strategic Director of Legal & Governance before undertaking a Direct Award procedure.

6.47 The rationale for Direct Awards is set out in Appendix 2.

6.48 In all such cases:

- A Tenderer must provide a proposal that meets the CJC's requirements;
- Prices are negotiated and value for money must be demonstrated;
- Suitable Terms and Conditions are agreed.

6.49 On completion of the tender process a tender report will be completed, reviewed and signed off by Officers with the delegated authority to do so where within approved budget (Section 151 Officer sign-off for any contract awards not within approved budgets).

6.50 The relevant Notices will be published.

7. Tendering Requirements – Administration

7.1 Whether the Contract is below or over The Procurement Act Threshold, a key function of these Contract Procedure Rules is to set out the framework that needs to be adopted to demonstrate that the CJC operates its procurement activities with openness, transparency and accountability. The following sections of these Contract Procedure Rules provide the framework for all tendering activities that will be undertaken.

Electronic Tenders

7.2 All Tenders undertaken using procedures set out in Sections 6.18 – 6.49 of these Contract Procedure Rules shall be processed using RCT's approved Contract Management System (CMS) where appropriate. This system facilitates a controlled and secure environment for the issue, receipt, opening and evaluation of tenders and captures a complete audit trail of tender processes conducted. This system should be used in accordance with appropriate guidance, user documentation and procedures. Advice and guidance can be obtained from the Corporate Procurement Service.

7.3 Contracting Officers shall observe the following requirements when processing tenders via the CMS:

- A responsible officer is assigned to manage the tender;
- Tender timescales are adequate to enable suppliers sufficient time to prepare and submit their tender. These timescales should also consider the complexities of the requirement;
- All relevant tender documentation is made available to tenderers and the information provided is consistent with the details entered directly on the

CMS;

- All tender clarifications must be conducted via the CMS;
- Evaluation questions and criteria are entered into the system in the most appropriate format;
- Appropriate use of tools, such as electronic auctions, are considered;
- Suppliers are registered on the CMS with accurate and complete contact information.

Awarding the Contract

7.4 The tender evaluation outcome must be recorded on the system.

7.5 Notifications must be sent to suppliers via the system.

7.6 Following completion of the tender process, the contract should be created, awarded and registered on the system.

7.7 Where an alternative electronic solution is to be used to support the tendering process, prior approval of the Strategic Director of Legal and Governance and/or the Head of Procurement or their nominated Officer(s) must be obtained.

Evaluation of Tenders

Amendment to Tenders, Errors and Omissions

7.8 Generally, no adjustment or qualification to any tender(s) is permitted. Errors found during the examination of tenders shall be dealt with in an open and transparent way, providing equal treatment to all Tenderers.

7.9 A Contracting Officer may seek clarification of the information provided (or not provided) by a Tenderer only where this is necessary to aid understanding, and not for the purpose of a Tenderer supplementing their bid.

7.10 It should be noted that prior disclosure of and adherence to award criteria and weightings is a fundamental requirement of the core principle of transparency. The core procurement principles apply even to below Procurement Act Threshold procurements.

7.11 The evaluation group should be identified beforehand and remain consistent throughout whenever possible. Evaluators will be asked to declare any Conflict of Interests. Where there are any conflicts then the Corporate Procurement Service will advise on the course of action to take. The evaluation group must score responses in strict accordance with the evaluation criteria and scoring methodology as set out in the procurement documentation.

7.12 The evaluation group shall review responses, reach an agreement on the score(s) and provide justification in accordance with the scoring methodology as set out within the Instructions to Tender. The evaluation group should formulate their recommendations in the form of a tender report.

Awarding of Tenders and Entering into Contract

7.13 The tender report shall identify the recommended successful Tender(s) in accordance with the pre-determined evaluation criteria and scoring methodology. The tender report will be completed, reviewed and signed off by Officers with the delegated authority to do so where within approved budget (Section 151 Officer sign-off for any contract awards not within approved budgets).

7.14 Contracts must be issued via appropriate means and signed by relevant Officers of the CJC and the Supplier before contract commencement.

Non-concluded Terms and Conditions

7.15 Contracting Officers should always ensure (so far as possible) that terms and conditions are fully agreed, by including them in the tender documents and requiring tenderers to accept them as part of the tender.

7.16 Where (exceptionally) the terms and conditions of contract are not fully agreed, no contractor shall be allowed to commence delivery of goods, works or services until all terms and conditions have been agreed and signature or written agreement of both parties obtained.

7.17 Contracts should not be entered into on the basis of the contractor's own standard terms and conditions. However, in exceptional circumstances, there may be a requirement to agree or negotiate alternative terms and conditions in which to contract. Where this is the case, prior advice must be sought from the CJC's Legal Services Team (for Contracts valued less than £30,000), or the Strategic Director of Legal and Governance and/or the Head of Procurement or their nominated Officer(s) (for Contracts valued more than £30,000).

Completion of Contracts

7.18 The Contracting Officer should arrange for contracts to be attested either by wet signature or electronically under hand by the Strategic Director of Legal & Governance (or a signatory authorised by the Strategic Director of Legal & Governance), or under seal. The Strategic Director of Legal & Governance shall be consulted if a Contract is to be attested under seal.

7.19 The Strategic Director of Legal & Governance shall consider whether, having regard to the need for extension of the period of limitations, a Contract should be attested under seal.

7.20 The Common Seal shall be attested by the Strategic Director of Legal & Governance (or a signatory authorised by the Strategic Director of Legal & Governance) and an entry of every sealing shall be made, consecutively numbered and shall be signed by the person who has attested the seal. The seal shall not be affixed without the authority of the CJC or under delegated powers.

7.21 Following the award of the contract (and where the contract value exceeds £30,000), the contract details will be recorded on RCT's Contract Management System. Where access to this system has been granted, it is the responsibility of the Contracting Officer to record details of contracts awarded on the system.

Terms and Conditions

7.22 Unless the requirements of sections 7.24 to 7.25 apply, the CJC's Standard Terms and Conditions shall be specified as a minimum requirement for entering into contracts for goods, service or works where available, practical and appropriate to do so.

7.23 Section 7.22 shall not apply when using Framework Agreements or Dynamic Markets. Officers shall ensure the Terms and Conditions of these types of agreements adequately protect the CJC before entering into Contract.

7.24 Section 7.22 shall not apply where more industry specific contract terms are available and are more appropriate to the Contract. For example, NEC or JCT contract terms for works.

7.25 Any doubt as to the applicability of these conditions or any clauses contained therein should be referred to the Strategic Director of Legal & Governance or Head of Procurement.

8. Reports and Notice Types

8.1 **Table 3** below sets out the different reports that Officers will need to complete and submit to the Corporate Procurement Service following any tendering process or awarding Contracts over £30k. Template reports are available from the Corporate Procurement Service.

Table 3 – Reports and Notice Types

Process Followed	Report	Notice Required (see Appendix 1)
Contracts between £30,000 and Procurement Act Thresholds	• Below Threshold Tender Report	• Contact Details Notice • Contract Termination Notice *

Single Tender	• Single Tender Report	• Contact Details Notice • Contract Termination Notice
Award from Framework	• Framework Direct Award Report • Tender Report	• Contact Details Notice • Contract Termination Notice **
Award from a Dynamic Market	• Tender Report	• Tender Notice • Contract Award Notice • Contact Details Notice • Contract Termination Notice
Contracts above the Procurement Act Thresholds – Open or Competitive Flexible Procedure	• Above Threshold Tender Report	• Tender Notice • Contract Award Notice • Contact Details Notice • Contract Termination Notice
Direct Award	• Direct Award Justification Report	• Transparency Notice • Contract Award Notice • Contract Details Notice

**Tender Notice required if advertising*
***Further notices required if call-off is above Procurement Act Threshold*

9. Contract Management

Officer Involvement

9.1 A Director must appoint a Contract Manager to manage the performance of a contract throughout its term. The duties of the Contract Manager shall begin when the contract is awarded and shall cease when it is completed or terminated.

9.2 The Contract Manager should ensure that management and monitoring arrangements for the contract have been established and recorded (including the methods for reporting and monitoring performance, costs and service delivery against the agreed Contract Specification and Terms and Conditions).

9.3 The Contract Manager will also be responsible for:

- The management of the relationship between the CJC and the supplier (ensuring effective lines of communication are in existence between client representatives, stakeholders and service providers);
- The identification, allocation and management of the risks associated with the performance of the contract.

9.4 All officers involved in contract monitoring or management must ensure they comply with Sections 4.6 – 4.10.

Modifications of Contracts

9.5 Modifications refers to a change to the contract terms that the parties had agreed and accepted when the contract was signed. This requires a clear and documented process, with clear references to the relevant clause(s) of the original terms and conditions of contract.

9.6 Modifications are consensual and most commonly about change in contract scope. Typically, these occur as a result of changes to methodology, design, timing, order or sequence of provision.

9.7 Contracts may be modified during their term providing that the overall nature of the contract is not substantially altered or has been included for within the Contract.

9.8 Officers must seek advice from the CJC's Legal Services Team before modifications are made to contracts or when a below Procurement Act Threshold Contract becomes an above Procurement Act Threshold Contract as a result of the modification.

9.9 The modification must not be agreed with the supplier until approval has been sought from the Strategic Director of Legal & Governance or their nominated Officer(s).

9.10 In the case of above Procurement Act threshold modified Contracts, the CJC shall publish a Contract Change Notice.

Contract Novation

9.11 Any contract subject to potential assignment and/or novation must be referred to the Strategic Director of Legal & Governance at the earliest possible

opportunity and approved prior to any agreement.

Contract Performance

9.12 Before entering into a Public Contract with an estimated value of more than £5 million, the Contracting Officer must set and publish at least three key performance indicators in respect of the contract unless it is considered that the supplier's performance under the Contract could not appropriately be assessed by reference to key performance indicators.

9.13 At least once in every period of twelve months during the life cycle of the contract and on termination of the Contract, the Contracting Officer must:

- assess performance against the key performance indicators; and
- publish information specified in the Procurement Act.

9.14 The above paragraphs do not apply to Framework Agreements or Concession Contracts.

Extensions of Contracts

9.15 Extensions of contracts may be included as a term, where appropriate, in the contract concluded following procurement. Where a supplier's terms and conditions have been used (only in exceptional circumstances), Officers must review the contract for any roll-on clauses and manage appropriately.

9.16 The decision to extend the contract period (term) may only be made before the original expiry date, where it is in accordance with the terms and conditions of the original contract.

9.17 The Strategic Director of Legal & Governance or their nominated Officer(s) must take all such decisions to extend contracts in agreement with the relevant Director.

9.18 Where the terms of the contract and/or original procurement exercise do not expressly provide for extension, then such contracts may only be extended in exceptional circumstances, where legislation permits, and value for money issues have been addressed. Such decisions shall be made by the relevant responsible Officer in consultation with their Director and the Strategic Director of Legal & Governance or their nominated Officer(s). Detailed records of all decisions taken must be retained.

Termination of Contracts

9.19 Where consideration is being given to the early termination of any contract arrangements, this matter should be referred to the Strategic Director of Legal & Governance of their nominated Officer(s).

9.20 Officers must have documented and justifiable evidence before early termination of contracts.

9.21 When a contract reaches termination (which may be by early termination or by natural expiry), the Corporate Procurement Service must be notified in order to publish a contract termination notice before the end of the period of 30 days beginning with the day on which a Public Contract is terminated.

Contract Management Notices

9.22 Under The Procurement Act, Notices must be published in the following instances:

- Where the Contract has been changed or modified (including extended);
- Where the Contract has been terminated (whether the termination is for poor performance etc or where the contract naturally reaches its expiry);
- Where the Contract is over £5m in value and is subject to the inclusion of KPIs a Contract Performance Notice must be published annually and on termination.

9.24 The Contract Manager shall be responsible for the publication of the relevant notices and shall notify Corporate Procurement Service accordingly.

10. Additional Requirements

Preliminary Market Engagement

10.1 Preliminary market engagement may be carried out by Officers. Where the engagement is for an above Procurement Act Threshold contract, a preliminary market engagement notice must be published before publishing a tender notice or reasons for not doing so must be provided in the tender notice.

Where preliminary market engagement has taken place with selected supplier(s) without publishing a preliminary market engagement notice, those selected supplier(s) may be eliminated from any resulting tender process, due to receiving an unfair competitive advantage.

Socially Responsible Procurement

10.2 Socially responsible procurement is taking action when purchasing goods, services and works to achieve value for money in accordance with the principles of openness, transparency and equal treatment.

10.3 Key objectives include supporting the well-being goals, and the new fair work goal, in order to improve economic, social, environmental and cultural well-being. These matters must be considered throughout the procurement and

contract management processes.

10.4 The procurement duties contained within the Social Partnership and Public Procurement (Wales) Act begin with an overarching duty on contracting authorities to seek to improve the social, economic, environmental and cultural well-being of their areas by carrying out public procurement in a socially responsible way. This means taking action to achieve the well-being goals and the fair work goal (together, the 'socially responsible procurement goals'), for as many contracting processes as possible.

10.5 To maximise the potential wider benefits when contracting with external organisations it is essential that the delivery of community benefits or social value measures and support for local businesses (where possible) are considered as part of the procurement process. In addition, as a publicly funded organisation, the CJC has a responsibility to ensure that ethical and fair practices are in place throughout the contracted supply chains as far as it practicably can.

10.6 To help meet these requirements the inclusion of a number of social value measures will be included and evaluated in all appropriate tenders over £75k.

Code of Practice – Ethical Employment in Supply Chains

10.7 The CJC has signed up to the Welsh Government's Code of Practice: Ethical Employment in Supply Chains, and therefore all tenders must consider the principles of the Code when compiling documentation, vetting suppliers and awarding contracts. The overarching principle of the Code is to ensure that workers in public sector supply chains are employed ethically and in compliance with both the letter and spirit of the Law. The Code covers Modern Slavery and Human Rights abuses, Blacklisting, False self-employment, Unfair use of umbrella schemes and zero hours contracts as well as considering paying the living wage. Advice must be sought from the Corporate Procurement Service during tender preparation to ensure processes adhere to the principles of the Code.

Duty to Consider Lots

10.8 For above Procurement Act Threshold contracts the CJC must consider whether the contract could reasonably be supplied under more than one contract.

10.9 If the CJC considers that the contract could reasonably be supplied under more than one contract and such contracts could appropriately be awarded by reference to lots, the CJC must arrange for the award of the contract or contracts by reference to lots or provide reasons for not doing so.

SMEs

10.10 In carrying out a procurement process, the CJC must have regard to the fact that small and medium-sized enterprises may face particular barriers to participation and consider whether such barriers can be removed or reduced.

Supplier Exclusions and Debarment

10.11 The Procurement Act contains a number of offences that should a Supplier be found guilty of would result in them either being an Excluded Supplier or an Excludable Supplier. Within any procurement procedure checks must be undertaken on suppliers to assess whether there is reason to exclude them from the process. Excluded suppliers may also be placed on the Debarment List. If a supplier appears on the Debarment List for a mandatory exclusion ground, then the supplier must be excluded from the procurement process. If they appear on the list for a discretionary exclusion ground, then the CJC has the discretion to exclude. Exclusion grounds may apply to other suppliers or sub-contractors that the main supplier relies on to satisfy the contract.

Service Level Agreements or Memorandum of Understanding

10.12 A Service Level Agreement (SLA) or Memorandum of Understanding (MoU) can be put in place between internal departments within the CJC or other Public Sector Bodies. Typically, an SLA or MoU will not contain the legal recourse for liabilities that a formal contract would contain.

10.13 Where the Service Provider is a legal entity external to the client, the relationship must be a formal contract as opposed to an SLA or MoU.

10.14 It is important to document and agree any SLA or MoU, including any commercial and exit arrangements of the participating organisations. This should include clear criteria for determining the ongoing viability of the arrangement and supported by agreed and measurable performance indicators with the service provider.

Private Interests

10.15 No Member, employee or agent of the CJC shall improperly use their position to obtain any personal or private benefit from any Contract entered into by the CJC.

10.16 Members and employees of the CJC shall comply with the requirements of Section 117 of the Local Government Act 1972 and the Employee Code of Conduct set out in the Constitution about the declaration of private interests in Contracts with the CJC. Such interests must be declared to the Strategic Director of Legal & Governance acting in their capacity as Monitoring Officer for inclusion in the appropriate registers.

Record Keeping

10.17 Contract documentation should be retained securely, in an appropriate format and in accordance with the CJC's Information Management policies and procedures.

10.18 Where consultancy services are utilised in progressing any procurement, it should be ensured that copies of all documentation are retained on behalf of the CJC.

10.19 The CJC must keep sufficient records to explain any decisions made for the purposes of awarding or entering into above Procurement Threshold Contracts. These decisions shall include reference to:

- Excluding any suppliers on mandatory or discretionary grounds;
- Excluding or reducing the number of suppliers based on conditions of participation;
- Assessment of tenders against the award criteria;
- The decision to award the contract;
- The decision to terminate the procurement process;
- All relevant notices.

10.20 Records must be kept for a minimum period of 3 years following contract award.

10.21 This section does not affect any other obligation under any enactment or rule of law by virtue of which the CJC must retain documents or keep records, including for a longer period.

10.22 Where the Contract Management System has been used to manage the procurement process, all tender and contract documentation must be uploaded to the system.

Compliance

10.23 Every contract entered into by the CJC shall be entered into pursuant to or in connection with the CJC's functions and shall comply with:

- All relevant statutory provisions;
- the Legal Framework;
- The CJC's Constitution including:
  - these Contract Procedure Rules;
  - the CJC's Financial Procedure Rules;
  - Scheme of Delegation;
  - the CJC's Strategic Objectives;

- Procurement Strategy; and,
- relevant CJC Policies.

10.24 Failure by officers to comply with any of the provisions of these Contract Procedure Rules or associated guidance adopted by the CJC may result in disciplinary action.

10.25 Any procurement carried out on behalf of the CJC may only be undertaken by officers with the appropriate delegated authority to carry out such tasks (as set out in the CJC's Scheme of Delegation contained within the CJC's Constitution).

Other Considerations

10.26 Officers shall consult with the CJC's Legal Services Team where the contract involves the sharing and processing of personal information.

10.27 Officers shall correspond with the CJC's Legal Services Team before purchasing ICT software, services or equipment.

Appendix 1 – Notices

Stage	Notice	Description
Planning	Pipeline Notice	Published annually. Must contain specified information about any Public Contract with a value in excess £2M, for which the CJC intends to publish a tender or transparency notice during the reporting period (18 months from the start of the financial year). Details must be provided within 56 days of the start of that financial year.
	Planned Procurement Notice	An optional notice to authorities. Used to notify intended future tender publication. Can be used to reduce tendering timescales if published between 40 days and 12 months before the Tender Notice.
	Preliminary Market Engagement Notice	If the CJC intends to undertake pre-market engagements, a preliminary market engagement notice must be published before publishing a tender notice or reasons for not doing so must be provided in the tender notice.
	Dynamic Market Notice	Must be published at multiple stages when handling a dynamic market.
Tender	Tender Notice	Must be published when inviting suppliers to submit a tender as part of an Open or Competitive Flexible Procedure.
	Procurement Termination Notice	If the CJC decides not to proceed with awarding a contract following the publication of a tender or transparency notice, a procurement termination notice must be published as soon as reasonably practicable after making the decision.
	Regulated Below-Threshold Contracts – Tender Notices	Must be published in advance of inviting tenders to a below threshold contract opportunity. Where the CJC is inviting tenders from a particular or pre-selected suppliers this notice does not apply.

Contract Award	Contract Award Notice	This must be published when the CJC intends to make a contract award.
	Transparency Notice	Must be published if utilising section 6.46 – 6.49 for a Direct Award.
	Contract Details Notice	Must be published within 30 days starting with the date the contract is entered into.
	Regulated Below-Threshold Contract – Contact Details Notice	Must be published as soon as reasonably practicable after entering into a below threshold contract. (£30k – Threshold)
Contract Management	Contract Change Notice	For above threshold contacts. This must be published before modification notifying CJC's intent to modify a Public Contract.
	Contract Performance Notice	For contracts over £5m and where KPIs have been published. It must be published at least once a year and on termination. It must also be published if there is a breach or failure to perform.
End of Contract	Contract Termination Notice	Before the end of the period of 30 days beginning with the day on which a Public Contract is terminated, a contract termination notice must be published.

Appendix 2 – Above Procurement Act Direct Award Procedure

This appendix contains Direct Award justifications in accordance with Schedule 5 of the Procurement Act

1. Prototypes and development

- The Public Contract concerns the production of a prototype, or supply of other novel goods or services, for the purpose of:
  - (a) testing the suitability of the goods or services;
  - (b) researching the viability of producing or supplying the goods or services at scale and developing them for that purpose; or
  - (c) other research, experiment, study or development.

2. Single suppliers

- The Public Contract concerns the creation or acquisition of a unique work of art or artistic performance.
- The following conditions are met in relation to the Public Contract:
  - due to a particular supplier having intellectual property rights or other exclusive rights, only that supplier can supply the goods, services or works required, and there are no reasonable alternatives to those goods, services or works; or
  - due to an absence of competition for technical reasons, only a particular supplier can supply the goods, services or works required and there are no reasonable alternatives to those goods, services or works.

3. Additional or repeat goods, services or works

- The Public Contract concerns the supply of goods, services or works by the existing supplier which are intended as an extension to, or partial replacement of, existing goods, services or works in circumstances where:
  - a change in supplier would result in the contracting authority receiving goods, services or works that are different from, or incompatible with, the existing goods, services or works and the difference or incompatibility would result in disproportionate technical difficulties in operation or maintenance.
- The Public Contract concerns the supply of goods, services or works by the existing supplier that are similar to existing goods, services or works where:
  - the existing goods, services or works were supplied under a Public

Contract that was awarded in accordance with a competitive tendering procedure within the period of five years ending on the day on which the transparency notice is published and the tender notice or any tender document in respect of that earlier contract set out the contracting authority's intention to carry out a subsequent procurement of similar goods, services or works in reliance on this direct award justification.

4. Commodities

- The Public Contract concerns goods purchased on a commodity market.

5. Advantageous terms on insolvency

- The award of the Public Contract to a particular supplier will ensure terms particularly advantageous to the CJC due to the fact that a supplier, whether or not the one to whom the contract is to be awarded, is undergoing insolvency proceedings.

6. Urgency

- Where the goods, services or works to be supplied under the Public Contract are strictly necessary for reasons of extreme and unavoidable urgency, and as a result the Public Contract cannot be awarded on the basis of a competitive tendering procedure.

- Urgency is unavoidable if it is not attributable to any act or omission of the CJC and could not have been foreseen.

Appendix 3 - Definitions

- **"Approved List"** means a list of Tenderers, established in accordance with Sections 17 – 22 of the Local Government Act 1988, who have met the CJC's predetermined criteria and who are willing and able to supply products of a particular type or description. Such lists will need to be administered in accordance with guidance that is approved by the Strategic Director of Legal & Governance and approved by the Head of Procurement Delivery or their nominated officer before being utilised.

- **"Contract"** means the supply of goods, services or works to the CJC, by a supplier in return for payment.

- **"Contract Manager"** means a person authorised under the CJC's Scheme of Delegation to manage the performance of a contract throughout its term. The duties of a Contract Manager shall begin when the contract is awarded and shall cease when it is completed or terminated.

- **"Contracting Officer"** means a person authorised under the CJC's Scheme of Delegation for the purpose of carrying out the appropriate duties set out in these Contract Procedure Rules. A Contracting Officer may be appointed specifically for the purpose of a single contract or for a range of contract requirements but may not also be the Director for any contract for which he or she is the Contracting Officer.

- **"Corporate Contract"** means any pre-existing contract and applies particularly to contracts where exclusive use by the CJC is a term of the Contract. Details of these contracts can be obtained directly from the Corporate Procurement Service.

- **"Contract Management System"** means the electronic eTenderWales portal in use by RCT for managing procurement activities, part of which includes an electronic contract register. The system also includes facilities for supplier registration and management as well as E-tendering.

- **"Debarment List"** a published list of excluded (where a mandatory exclusion ground applies) or excludable (where a discretionary ground applies) suppliers.

- **"Dynamic Market"** means a market made of suppliers who meet the conditions for membership and as set out in The Procurement Act 2023.

- **"Excludable Supplier"** means a supplier to whom a discretionary exclusion ground applies and as set out in The Procurement Act 2023.

- **"Excluded Supplier"** means a supplier to whom a mandatory exclusion ground applies and as set out in The Procurement Act 2023.

- **"Framework Agreement"** means a contract between a contracting authority and one or more suppliers that provides for the future award of contracts by a contracting authority to the supplier or suppliers.

- **"Head of Procurement Delivery"** means RCT's Head of Procurement Delivery.

- **"Horizontal Arrangements"** has the meaning set out in Schedule 2 Part 1 of the Procurement Act 2023.

- **"Legal Framework"** means the Acts, policies, regulations or legislation set out in section 3. This is not an exhaustive list that the CJC needs to comply with, only the more relevant to public procurement.

- **"Objective Mechanisms"** means the selection criteria as set out in the Framework Agreement for awarding contracts without re-opening competition.

- **"Public Contract"** means a contract or Framework Agreement that has its value over the Procurement Act Threshold and is not an exempt contract.

- **"Product"** includes any goods, equipment, material, works, service or benefit.

- **"Proprietary Product"** means a product which has unique characteristics which alone meet the required performance specification and is either sold only at fixed rates or sold by more than one source but may be purchased from the prime source at clearly better rates.

- **"Procurement Act Thresholds"** as set out in Table 1 of these Contract Procedure Rules.

- **"Specification"** means a clear statement of the Product in sufficient detail:
  - to enable the contractor to submit a competitive price;
  - to ensure that a Product supplied will meet the requirement of the CJC;
  - to define the precise output required.

- **"Strategic Director"** means the Chief Executive, any Chief Officer as defined in Article 10 of the CJC's Constitution, or any officer authorised by them under the CJC's Scheme of Delegation in the same or another Directorate or Service Area to act for them under these rules. Such authorisation shall be in writing, shall include any limitations to the authorisation and shall be recorded. Officers may not act in the capacity of Contracting Officer and Director for any single contract.

- **"Strategic Director of Legal and Governance"** and **"Strategic Director of Resources"** includes Officers specifically authorised by them.

- **"Tender"** means an offer to sell or buy made by a Tenderer.

- **"Tenderer"** means any person offering to sell or buy a Product. This term applies before a contract is formed and includes unsuccessful bidders.

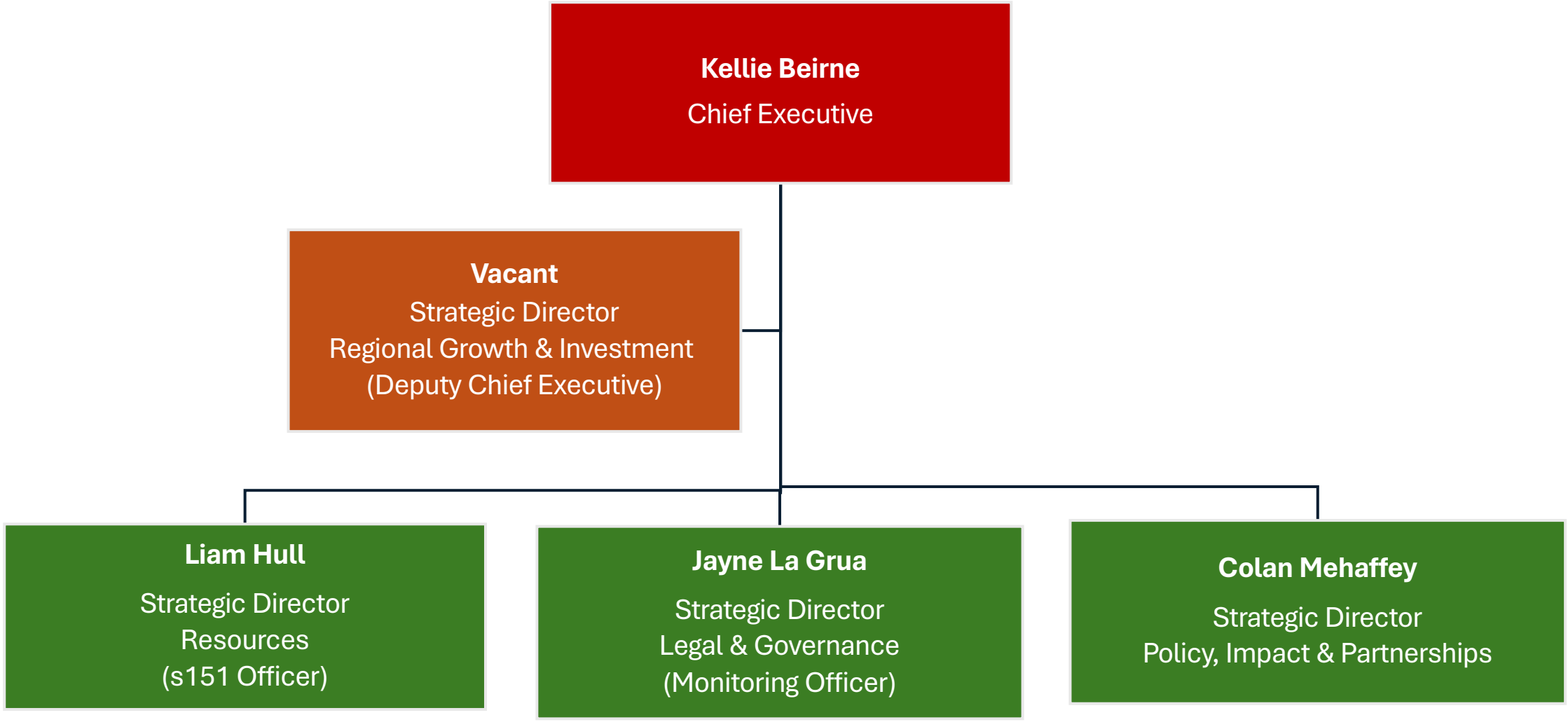
- **"To Tender"** means to make an offer to sell or buy.

- **"Under Hand"** means under the signatures of authorised Officers.

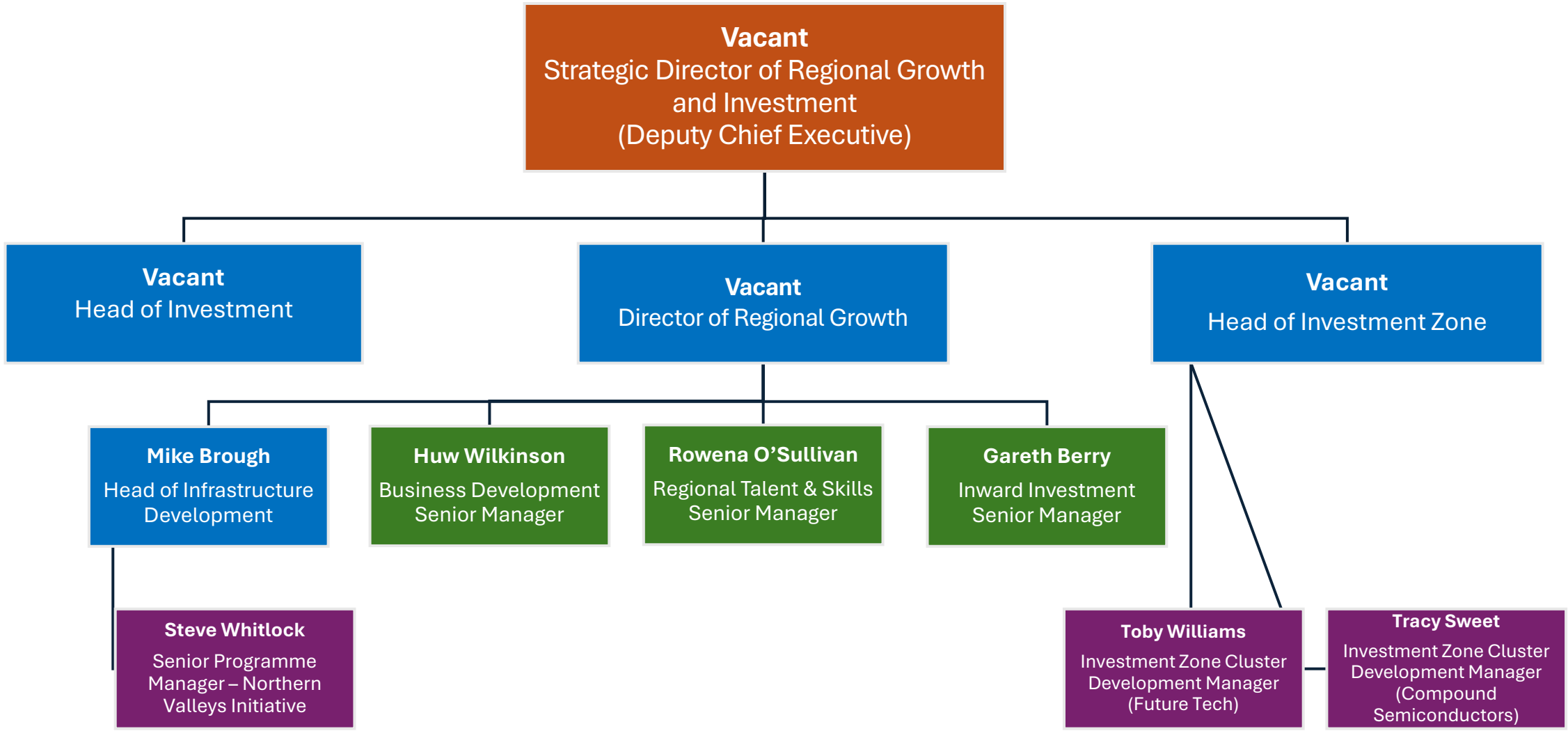
- **“Under Seal”** means under the common seal of the CJC attested by the Strategic Director of Legal Governance or officers authorised by them. The application of the common seal to a Contract will increase the period of limitations (for legal remedy) from 6 years to 12 years.

- **“Vertical Arrangements”** has the meaning set out in Schedule 2 Part 1 of the Procurement Act 2023.

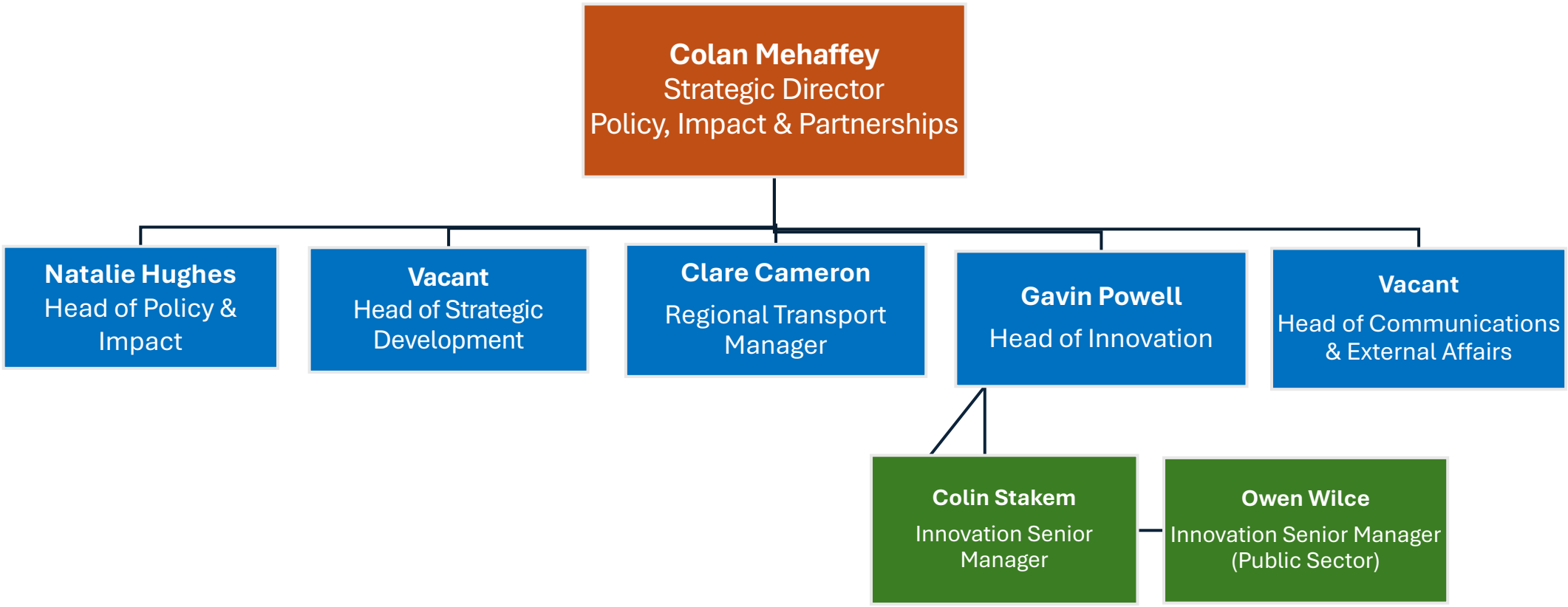
Senior Executive Team



Regional Growth & Investment Directorate



Policy, Impact & Partnerships Directorate



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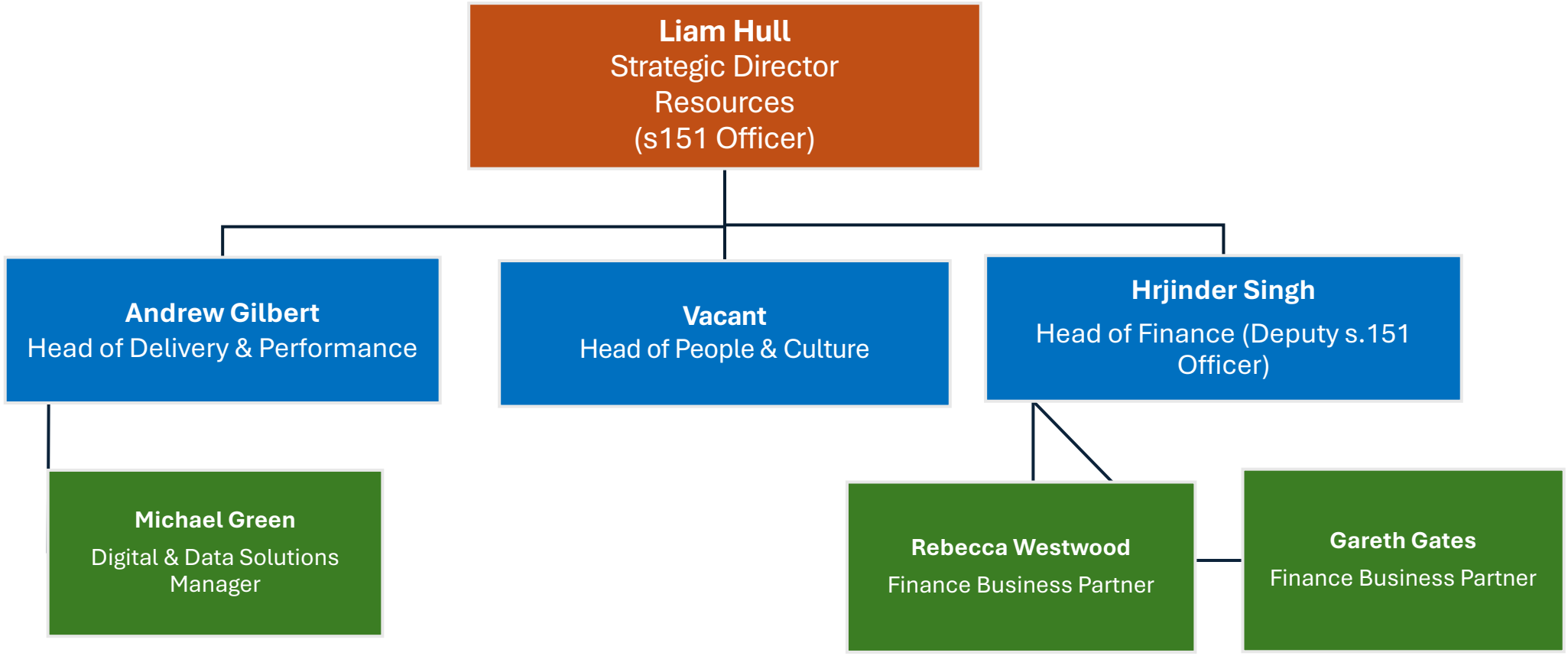

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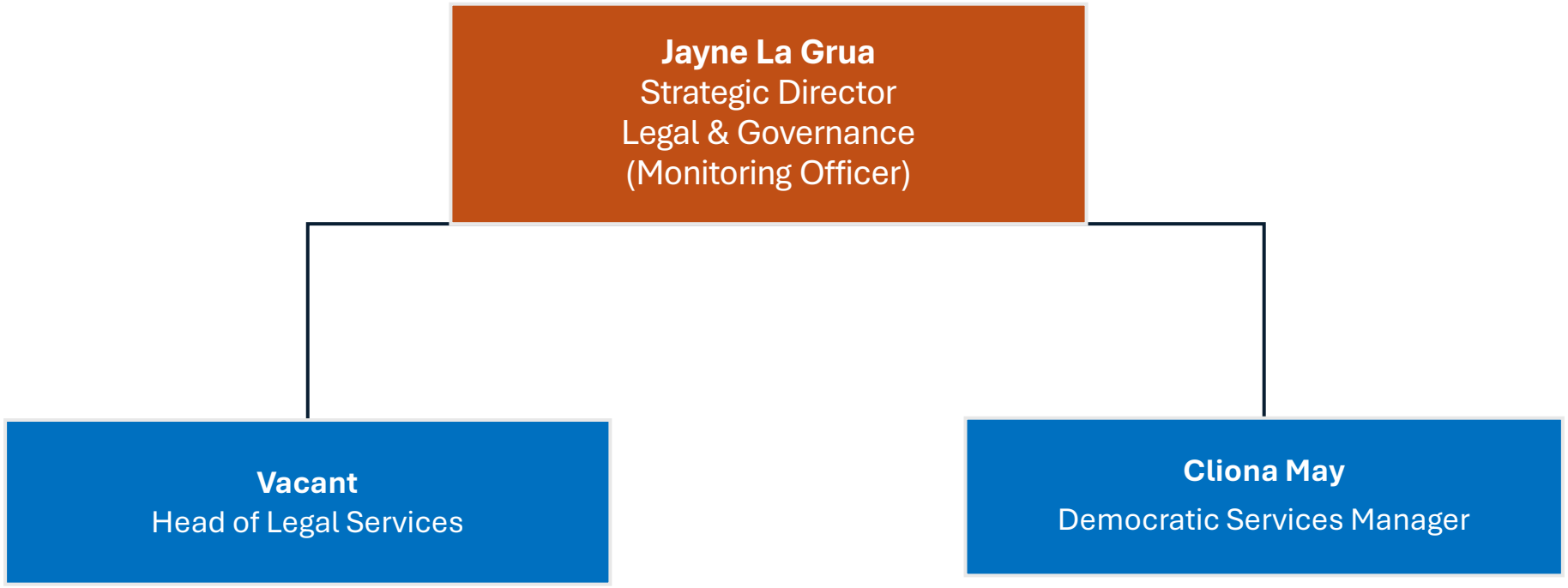

APPENDIX 10: TABLE OF PROPOSED AMENDMENTS

PART	PROPOSED CHANGE
Part 1: Summary and Explanation	• Add a Glossary of Terms.
2A. Article 1 – The Constitution	• No change.
2B. Article 2 – Members of the CJC	• No change.
2C. Article 3 – Citizens and the CJC	• Add 3.1(i) to clarify information that citizens can obtain from the Forward Plan.
2D. Article 4 – Corporate Joint Committee	• Amend 4.8(a) to add reference to pre-existing delegation to the Monitoring Officer to make minor changes to the Constitution.
2E. Article 5 – Overview and Scrutiny Arrangements	• No change.
2F. Article 6 – Governance and Audit Sub-Committee	• New clause 6.5 added clarifying that substitutes are not permitted for Governance and Audit Sub-Committee. • Para 6.9 proposes changes to the quorum of Governance and Audit Sub-Committee.
2G. Article 7 – Standards Committee	• Amended to reflect that the Standards Sub-Committee is to cease being hosted by Cardiff Council during the 2025/26 municipal year.
2H. Article 8 – Other Sub-Committees and Advisory Boards	• Amend ‘Shareholders’ Group’ to ‘Shareholder Board’. • Add ‘Regional Chief Executives’ Group’ to the list of Advisory Boards.
2I. Article 9 – Joint Arrangements	• No change.
2J. Article 10 – Officers	• Para 10.2 – Move ‘Project Management Office (City Deal)’ from Strategic Director of Policy, Impact and Partnerships to Strategic Director of Resources.

	• Move 'Welsh Language Service' from Strategic Director of Policy, Impact and Partnerships to Strategic Director Legal and Governance. • Add 'Local Area Energy Plans' and 'Regional Energy Strategy' to the responsibilities of Strategic Director of Policy, Impact and Partnerships. • Para 10.5 – amend legislation governing the duty to appoint a Chief Executive.
2K. Article 11 – Decision Making	• Insert new paragraphs 11.4 and 11.5 to clarify that where a Constitutional Body has not adopted its own rules, or is silent on a point, the CJC Procedure Rules shall be applicable to that Constitutional Body. • Add new para 11.6(c) to impose a financial threshold for a Key Decision. • Insert new para 11.9 to clarify the definition of 'significant' in respect of a Key Decision. • Insert new para 11.10 to confirm that where a decision does not fall within the definition of 'Key Decision', it shall be considered an 'Operational Decision'.
2L. Article 12 – Finance, Contracts and Legal Matters	• No change.
2M. Article 13 – Review, Revision and Suspension of the Constitution	• Para 13.2 to be amended to clarify that some changes can be made to the Constitution by the Monitoring Officer.
3A. Matters Reserved to the CJC and Terms of Reference of Portfolio Holders	• Amendment to para 1.3 to clarify Monitoring Officer has delegated authority make limited changes to the Constitution. • Amendments to paragraph 2 regarding the delegation of Single Member Decisions in respect of City Deal sub-delegated fund.

	• New para 3.1 to clarify the circumstances in which Single Member Decisions can be made. • Amended paras 3.2 and 3.3 to refer to limitations of decisions in line with new para 3.1.
3B. Terms of Reference and Delegation of Duties to Sub-Committees and Other Bodies	• New paragraph 1.4 added to reflect the change of administration of the 'Standards Sub-Committee' as per the proposed amendments to Part 2G – Article 7. • Paragraph 2.4 'Shareholder Board' substantially revised. • Paragraph 4 (Functions Discharged by Constituent Councils – Standards and Ethics Committee) deleted. •
3C. Delegations to Officers	• Paragraph 3.3(b) - Amend legislation pertaining to the Chief Executive. • Paragraph 4 – insert new paragraphs 4.2 (c), 4.3, 4.4 and 4.5 to update the definition of 'Key Decision' to that proposed in Part 2K – Article 11. • Para 5.2 - to add "This will exclude any exempt information in line with paragraph 9.1 of Part 4C – Access to Information Rules". • Para. 7.3(29) – limitations of disciplinary action. • Delete 10.2(5) ('Welsh Language Standards') and move to Strategic Director Legal and Governance.
4A. CJC Procedure Rules	• Para. 11.7 added. The number of co-opted members may not exceed the number of other members entitled to vote.
4B. Sub-Committee Procedure Rules	• Paras 1.1 – 1.4 amended to insert "unless otherwise provided" by a sub-committee's terms of reference to reflect legislative requirements.

4C. Access to Information Procedure Rules	• Para. 13 added – Forward Plan. • Para. 14 added – Consultation with JOSC.
4D. Financial Procedure Rules	• No change.
4E. Contract Procedure Rules	• Part 4E – Contract Procedure Rules to be deleted and replaced in its entirety.
4F Officer Employment Procedure Rules	• 'Interpretation' amended to clarify the definition of Chief Officer and consequential amendments to paragraphs 4, 5 and 7 to reflect this and remove the term 'Deputy Chief Officer'.
5A. Code of Conduct for Members	• No change.
5B. Code of Conduct for Employees	• No change.
5C. Protocol on Member Officer Relations	• No change.
5D. Petitions Scheme	• Amendment to paragraph 5.1 to clarify how petitions can be submitted.
6. Standing Orders in relation to the delivery of Cardiff Capital Region City Deal	• Amendment to clause 6.2 to clarify the situations in which Single Member Decisions can be made.
7. Members Scheme of Remuneration and Allowances 2025 – 2026	• Updated to reflect IRPW Annual Report for 2025-26.
8. Senior Management Structure Chart	• Updated to reflect current staffing structure.

Cyd-bwyllgor Corfforedig De-Ddwyrain Cymru | South East Wales Corporate Joint Committee

Guide to the Constitution of the South East Wales Corporate Joint Committee ('the CJC')

Produced pursuant to section 37(1A) of the Local Government Act 2000 (amended by s.45 of the Local Government and Elections (Wales) Act 2021)

March 2025

Introduction

The CJC

The South East Wales Corporate Joint Committee ("the CJC") is a public body established under the following legislation:

- the Local Government and Elections (Wales) Act 2021, Part 5 of which gave the Welsh Ministers the ability to establish a Corporate Joint Committee; and
- the South East Wales Corporate Joint Committee Regulations, Part 1 of which established a 'body corporate' for the region, to be known as the South East Wales Corporate Joint Committee.

The CJC's area covers the following administrative areas:

(1) Blaenau Gwent County Borough Council;
(2) Bridgend County Borough Council;
(3) Caerphilly County Borough Council;
(4) Cardiff Council;
(5) Merthyr Tydfil County Borough Council;
(6) Monmouthshire County Council;
(7) Newport City Council;
(8) Rhondda Cynon Taf County Borough Council;
(9) Torfaen County Borough Council; and
(10) Vale of Glamorgan Council.

The CJC's membership is comprised of 10 council members, one for each local authority in the southeast of Wales, and a member from the Brecon Beacons National Park Authority who can only vote on matters relating to the preparation of strategic development plans.

The Constitution

The CJC's Constitution ('the Constitution') describes the different people and bodies that make up the CJC, their functions, and the procedure rules that govern how those bodies work together to deliver services.

The purpose of the Constitution is to:

- enable the CJC to make decisions efficiently and effectively;
- support you to participate in decisions that affect you;
- help Members of the CJC to represent you more effectively; and

- enable you to hold the CJC to account.

One of the main aims of the Constitution is to set out clearly what you can expect from the CJC, and what you can do if your expectations are not met.

This Guide

This guide is designed to help you to understand how the CJC is structured, makes decisions and works to deliver progress across the region. It explains key sections of the Constitution in clear and simple language.

It may also be helpful to organisations that work with the CJC to deliver services in the region.

This guide is split into five parts:

Part 1 – The Constitution
Part 1 explains why the Constitution is important, and how it is reviewed and updated.

Part 2 – Structure and Membership of the CJC
Part 2 explains how the CJC is structured, describing how decisions are made and by whom. It explains the functions of the CJC, and its sub-committees and other bodies. It also explains which bodies of the CJC are responsible for certain policies and decisions.

Part 3 – Roles and Responsibilities
Part 3 explains the roles and responsibilities of elected members and paid officers of the CJC. It describes the jobs they do, and how they work together to deliver the CJC's functions and priorities. It also explains the codes of conduct that govern the behaviour of members and officers, and the standards that you can expect from them.

Part 4 – Policies and Procedures
Part 4 summarises the key policies and procedures that govern how the CJC carries out certain functions.

Part 5 – How Can I Get Involved?
Part 5 is the final part of this guide and explains how you can engage with and get involved with the CJC. It explains how the Members of the CJC are elected, how you can contact Members, how you can raise questions and speak at meetings, and how you can use petitions to raise issues that are important to you with the CJC.

Signposts to the most relevant sections of the Constitution and to additional resources available on the CJC's website are provided throughout this guide to enable you to read more on a particular topic if you wish.

If there is anything in this guide which is unclear, or anything is missing, please let us know so we can improve it. You can contact us at:

feedback@cardiffcapitalregion.gov.uk

Part 1 - The Constitution

The Constitution is the CJC's rule book. It explains how everyone at the CJC (members and officers) should work together to do our job. This guide helps to make sure that we:

1. Follow the law;
2. Treat everyone fairly; and
3. Do our work properly and effectively.

You can find more details about the Constitution's purpose in Section 1.4 of Part 2A to the Constitution (Article 1).

The Constitution also explains how to run CJC meetings and committee meetings. The person in charge of the meeting ('the Chair') must make sure that everyone follows the Constitution.

This guide:

- Describes who's who at the CJC and what they do;
- Sets rules for everyone to follow;
- Explains what you can expect from the CJC; and
- Tells you what to do if your expectations of the CJC are not met.

The Constitution has 13 main sections (called Articles). These Articles cover the basic rules about how the CJC is set up and how it works. At the end of the Constitution, there is more detailed information about procedures and Codes of Practice, set out as separate rules and protocols.

The CJC can't ignore or suspend the Articles of the Constitution. Other rules and protocols can sometimes be suspended by the group they apply to (or by the CJC if there is no specific group). This is only allowed if the rules or protocols themselves, and the law, permit it.

How can I get a copy of the Constitution?

You can get a copy of the Constitution in three ways:

1. From the CJC's offices;
2. On the CJC's website;
3. If you're elected as a CJC Member, you'll automatically get a copy.

Who is responsible for agreeing the Constitution and keeping it up to date?

The CJC is responsible for maintaining and reviewing the Constitution. However, the Monitoring Officer must decide how to interpret and apply the Constitution. You can learn more about what the Monitoring Officer does in Part 3 of this guide.

Only the CJC can approve changes to the Constitution. Here's how it works:

1. The Monitoring Officer writes a report explaining the proposed changes;
2. They present this report to the CJC; and
3. The CJC then decides whether to approve these changes.

For more details on how the Constitution is agreed and changed, see Sections 1.7 and 1.8 of Part 2A to the Constitution ('Article 1').

Part 2 – Structure and Membership of the CJC

What does the CJC do?

The CJC has three main areas of responsibility:

1. Strategic Development Plans;
2. Regional Transport Plans;
3. Doing whatever is necessary to enhance or promote the economic well-being of the area.

The CJC is also responsible for:

- Creating and updating the Constitution;
- Setting the budget;
- Agreeing on important plans and strategies;
- Checking how well the CJC is performing, and reporting on it;
- Choosing the Chair and Deputy Chair; and
- Appointing the Chief Executive and other Chief Officers.

How is the CJC structured?

The full CJC is made up of CJC Members. It also has various sub-committees and advisory boards that will be addressed later in Part 2.

CJC Members

The full CJC consists of the Executive Leaders from its ten Constituent Councils, plus one representative from the Brecon Beacons National Park Authority. This structure makes sure that all of the relevant authorities have a voice in regional decisions.

CJC Members play an important role in running the organisation and making key decisions. They act as a link between their local areas and the wider region, making sure that local views are heard while also thinking about what is best for the whole region. Members are expected to promote equality and diversity and maintain high ethical standards in everything they do.

Members can attend any CJC meeting, access the documents and information they need to do their job, and vote on decisions (although the Brecon Beacons representative can only vote on planning issues). They can speak at meetings of the groups they belong to, and sometimes at other meetings if the Chair agrees. They can also discuss issues with CJC officers and raise complaints when needed.

To protect sensitive information, Members must follow certain rules. They can't share confidential and exempt information without permission from the CJC and they must be careful about who they share information given in confidence with, only giving it to members of staff who have the right to know.

Note: 'Exempt' and 'Confidential' information and Members' rights to information are explained in Part 4C of the Constitution.

CJC Members' rights to participate in CJC proceedings are set out in Parts 2B and 4A of the Constitution.

At the start of every year, the CJC will elect one Member as its Chair and another as a Deputy Chair. The Chair is responsible for ensuring that the Constitution is followed during each meeting.

The CJC may engage such paid staff (referred to as Officers) as it considers necessary and may delegate functions to Officers.

You can read more about roles in Part 3 of this guide.

The CJC: Main Decision-Making Body

The CJC (all members together) has several important responsibilities. It is in charge of adopting and changing the Constitution, which sets out how the organisation operates. It also approves and adopts the Policy Framework and budget, which guide the CJC's activities and spending. When decisions need to be made that go against the Policy Framework or budget, the CJC must be involved, except in some urgent situations as outlined in the Constitution.

The CJC also sets up and manages sub-committees. This includes deciding what these sub-committees will do, who will be on them, and appointing people to serve on them. It also appoints members to represent it in other organisations and is responsible for appointing Chief Officers.

The CJC also handles all other matters that it's legally required to carry out. It has a comprehensive set of responsibilities that ensure it maintains oversight and control over the organisation's most important decisions and activities.

Part 2D (Article 4) of the Constitution explains the different functions that are carried out by the CJC and which part of the CJC is responsible for carrying them out.

What happens at CJC meetings?

There are three types of CJC meeting:

1. the Annual General Meeting (AGM);
2. ordinary meetings; and
3. extraordinary meetings.

They are carried out in accordance with the CJC Meeting Procedure Rules which can be found at Part 4 of the Constitution.

Annual General Meeting

The CJC has to hold an AGM once every financial year on a date that the CJC itself will decide. They will elect Members to particular positions on the CJC, appoint Members to outside bodies and establish and appoint to sub-committees, advisory boards and working groups to carry out the CJC's business during the year.

The procedure for the AGM can be found at Part 4A of the Constitution, paragraph 2.

Ordinary Meetings

The CJC will hold additional meetings throughout the year, which are known as 'Ordinary Meetings'. These meetings have a standard agenda to ensure that business is conducted efficiently.

The procedure for Ordinary Meetings can be found at Part 4A of the Constitution, paragraph 3.

Extraordinary meetings

In some circumstances, it may be necessary for the CJC to meet before its next scheduled meeting to discuss a particularly urgent or important issue. This is known as an extraordinary meeting of the CJC.

The procedure for Extraordinary Meetings can be found at Part 4A of the Constitution, paragraph 4.

The Monitoring Officer is responsible for notifying Members of when and where meetings of the CJC will be held (including details of how the meeting can be accessed remotely), by issuing a summons.

The Monitoring Officer is also responsible for making sure that the public are told about meetings of the CJC, by publishing a notice in advance of each meeting.

You can read more about participating in meetings of the CJC in Part 4 of this guide.

Paragraph 6 of Part 4A of the Constitution deals with 'Notice and Summons to Meetings'.

How does the CJC make decisions?

Meetings of the CJC are carried out in accordance with an agreed set of rules that aim to make sure that debates are carried out fairly and efficiently, and that every Member can raise questions and make comments on behalf of the public.

Decisions are made by Members casting votes for or against a particular decision. Each person entitled to vote has one vote. In most cases, any vote is to be decided by a simple majority. If the vote is tied, i.e. there are an equal number of votes for and against, the matter is not carried.

There are two exceptions to the requirement for a simple majority. The first is where there is a change to voting arrangements. In this case, there must be a unanimous agreement of all Members entitled to vote (i.e. they must all agree). The second is where the matter relates to a Strategic Development Function. In this case where the vote is tied, the Chair has the casting vote.

The CJC can adopt an alternative voting procedure for any decision other than a decision on the budget, or a decision to change the voting procedure itself.

The CJC's voting procedures are set out in section 11 of Part 4A of the Constitution.

Does every Member have to be present before a decision can be made?

Not every Member has to vote on every decision. In fact, it isn't always appropriate for a Member to vote on a particular issue (for example, where they have a prejudicial interest in a decision).

However, for the CJC to make a lawful decision, a minimum number of Members must be present at a meeting. The minimum number of Members that must be present at a meeting is referred to in the Constitution as the 'quorum' for that meeting.

Section 8 of Part 4A of the Constitution sets out the minimum number of Members that must be present so that the CJC can make a decision.

Are meetings recorded?

A record of each meeting will be kept in the form of minutes. The minutes record who was present at the meeting.

The minutes must be approved by the person who is the Chair of the next suitable meeting, by signing the minutes or electronically signifying approval.

The CJC will publish on its website copies of the minutes of the meeting (except any part of the minutes or proceedings that disclose exempt or confidential information); a summary of any proceedings that the public could not attend, where the minutes open to inspection would not provide a reasonably fair and coherent record; the agenda for the meeting; and reports relating to items when the meeting was open to the public.

If you want to find out what the CJC decided about an issue that affects you, you can read the minutes of the meeting where that issue was discussed.

CJC meetings are also streamed on its YouTube channel.

Information on minutes can be found at Section 12 of Part 4A of the Constitution.

The Access to Information procedure rules can be found at paragraph 9 of Part 4C of the CJC's Constitution.

Minutes of meetings are available on the CJC website.

Why does the CJC have sub-committees, and what do they do?

The CJC must establish sub-committees by law, for the purpose of carrying out certain legal functions of the CJC.

The CJC may also decide to establish other sub-committees and working groups to help it conduct its business efficiently and effectively.

The Sub-Committee Procedure Rules can be found at Part 4B of the Constitution.

Joint Overview and Scrutiny Committee

The main role of the Joint Overview and Scrutiny Committee (JOSC) is to review and scrutinise the CJC's decisions and actions. It can review any function that falls under the CJC's responsibility.

After reviewing the CJC's activities, the JOSC can produce reports and make recommendations to improve how the CJC operates. If the JOSC has concerns about a certain decision, it can request a formal review process called a "Call-In".

The JOSC also reviews how well the CJC's services are being delivered. It can scrutinise both individual decisions and the CJC's long-term performance. As part of this process, it can ask CJC members and officers to attend JOSC meetings to answer questions.

The JOSC assesses how well the CJC is meeting its policy goals and its performance targets, both overall and in specific service areas.

The JOSC has an important role in involving the community more in shaping its policies and improving services. The JOSC can question CJC members or members of any CJC sub-committee about their proposed policies, decisions and performance.

After conducting its reviews, the JOSC can make recommendations to the CJC, its sub-committees, or other relevant bodies to suggest improvements or changes. This helps the CJC to remain accountable and effective in serving the community.

The JOSC is administered by Rhondda Cynon Taf County Borough Council.

The rules around membership of the JOSC, the conduct of its meetings and how it carries out its functions, can be found at Part 2E – Article 5 of the Constitution.

Section 3.1 of Part 3B of the Constitution explains the terms of reference and delegations of duties for the Joint Overview and Scrutiny Committee.

Governance and Audit Sub-Committee

The Governance and Audit Sub-Committee is an important body that oversees the CJC. Its main role is to scrutinise the CJC's financial activities, risk management, internal controls and overall governance. This includes looking at financial statements, overseeing audit processes, and making sure that the CJC follows proper financial practices.

The sub-committee also evaluates the CJC's performance management and complaint-handling procedures. It has the authority to produce reports and make recommendations to improve these areas, helping to maintain public trust and operational efficiency.

The sub-committee also assesses the CJC's corporate governance arrangements. This ensures that the CJC operates transparently, efficiently and in compliance with relevant regulations. The sub-committee can also take on extra responsibilities as and when the CJC decides to assign them, allowing for flexibility in its oversight role.

Part 2F – Article 6 of the Constitution defines the functions of the Governance and Audit Sub-Committee.

Section 1.2 of Part 3B of the Constitution explains the terms of reference and delegations of duties for the Governance and Audit Sub-Committee.

Standards Sub-Committee

The Standards Sub-Committee plays an important role in maintaining ethical standards within the CJC. Its main responsibilities are promoting high standards of conduct among CJC Members and co-opted Members and helping them to understand and to adhere to the CJC's Code of Conduct.

It advises on the creating and revision of the Code of Conduct, monitors its effectiveness, and provides training on ethics-related matters. It also prepares an annual report, explaining its activities and achievements. This helps the CJC to operate with integrity and maintain public trust.

Its authority is limited to conduct specifically related to CJC activities. Any issues concerning a Member's general conduct are addressed by the Standards Committee of that Member's principal authority.

Part 2G – Article 7 of the Constitution defines the functions of the Standards Sub-Committee.

Section 1.4 of Part 3B of the Constitution explains the terms of reference and delegations of duties for the Standards Sub-Committee.

Appointments Sub-Committee

The Appointments Sub-Committee is a small group of 3-5 Members who handle important staffing matters for the CJC. Its main job is to make recommendations about appointing or dismissing senior staff (Chief Officers) and to make sure that these processes follow the proper rules and policies.

It also deals with employee appeals and complaints. This includes listening to appeals from staff who disagree with disciplinary actions, handling complaints involving the Chief Executive and, in some circumstances, managing disciplinary issues with senior staff if the Chief Executive can't do it. While the sub-committee can make most

decisions itself, any decisions about retirement or redundancy require it to consult with the full CJC first.

Another important responsibility is deciding on changes to senior staff job grades and selecting independent businesspeople to join some of the CJC's boards. To make sure that everything is done fairly, especially when it comes to appeals, the sub-committee might use different Members for different tasks.

For more information about the Appointments Sub-Committee, see paragraph 1.1 of Part 3B of the Constitution.

Regional Transport Sub-Committee

The Regional Transport Sub-Committee brings transport leaders together from across the region. It has 12 members: 10 are Executive Members from the CJC's Constituent Councils who handle transport matters, plus a Chair and Deputy Chair who are CJC Members (neither of them can vote). The sub-committee can also invite other interested parties to join, and a Chief Executive from one of the Constituent Councils also attends meetings, however these additional members aren't allowed to vote.

The sub-committee's main job is to improve transport across the region. It works on creating an integrated transport system that supports economic growth, with a focus on developing the South East Wales Metro system. This includes working towards a single ticketing system for all public transport in the region. It's also responsible for making transport safer, more efficient, and better value for money.

Its responsibilities include improving transport links to support economic growth, making sure transport plans consider things like safety and the environment, and co-ordinating regional projects like ultra-low emission vehicles.

The sub-committee has been given authority to create transport strategies, work with various partners, develop new transport projects, and give advice on other projects that might affect regional transport.

While the sub-committee can create smaller groups to work on specific tasks, these groups aren't allowed to make decisions about spending money. This makes sure that financial decisions stay with the main sub-committee.

For more information about the Regional Transport Sub-Committee, see paragraph 1.3 of Part 3B of the Constitution.

Strategic Development Sub-Committee

The Strategic Development Sub-Committee brings together planning experts from across the region, to help to guide long-term development. It has 13 members: 10 are Executive Members from the CJC's Constituent Councils who handle planning, one representative from the Brecon Beacons National Park Authority and a Chair and Deputy Chair who are CJC Members (these two can't vote). The sub-committee can

invite additional experts, and a Chief Executive from one of the Constituent Councils attends meetings, but these extra participants don't have the right to vote.

The sub-committee's main job is to create a Strategic Development Plan for the region. This document outlines how land should be used and developed across the region. It sets out clear objectives for development and explains the policies that will help to achieve these goals. The plan aims to balance different needs, including housing, economic growth, protecting the environment, and building infrastructure.

To make sure the plan stays effective and relevant, the sub-committee constantly monitors factors that might affect development or planning in the region. This could include changes in population, economic conditions, or environmental concerns. By keeping an eye on these changes, the sub-committee can update its approach when needed.

The sub-committee helps to ensure that the region grows and develops in a co-ordinated and well-planned way, thinking ahead to create the best possible future for the area.

For more information about the Strategic Development Sub-Committee, see paragraph 1.5 of Part 3B of the Constitution.

Why does the CJC have Advisory Boards, and what do they do?

Regional Growth Board

The Regional Growth Board brings together different voices from business, education and the community, to advise the CJC. It has up to 14 members who are mostly from non-council backgrounds, such as businesses, universities and community organisations. It also has two council members who also serve on the regional transport and strategic development sub-committees.

The Investment Board Chair and some CJC Portfolio Holders can attend and speak at meetings, but they can't vote. For meetings to be valid, at least four voting members must be present, along with the Chair or Deputy Chair.

The Board's main role is to provide guidance on regional economic growth and development. It focuses on big-picture thinking and planning, helping to develop the region's strategy and investment decisions.

The Board is non-political and open to different perspectives, taking into account a wide range of views that inform regional policy-making.

Key responsibilities include providing strategic advice, exploring new investment opportunities, and helping to develop major regional plans for transport and development. It works closely with the Investment Board to convert policy ideas into

actions. It also helps to promote the region as a good place for investment and connects with other UK city deals to share knowledge and experience.

The Board acts as a vital link between policy and delivery. It keeps track of investments via updates from the Investment Board. When required, it reviews unusual investment proposals to provide a different perspective. It also helps the CJC to understand how to best use its powers and resources to benefit the region.

For more information about the Regional Growth Board, see paragraph 2.2 of Part 3B of the Constitution.

Investment Board

The Investment Board helps to manage and oversee investments for the region. It has ten members, evenly split between business leaders and public sector Chief Executives. The Regional Growth Board Chair can attend and speak at meetings but can't vote. For meetings to be valid, at least six members must be present, including at least three from each side (business and public sector). If there's a tie in the voting, the Chair gets the final say.

The Board's main job is to make investment recommendations to the CJC. It works closely with the CJC's officers and outside experts to develop investment strategies and advise on investment programmes. Its goal is to turn policies into real actions that create high-value jobs, increase productivity, and bring in private investment to benefit the whole region.

The Board has four key responsibilities:

1. Recommending new investment proposals for the Cardiff Capital Region City Deal fund;
2. Advising on specific delegated funds;
3. Helping shape new investment programmes; and
4. Monitoring existing investments.

It ensures that all investment proposals are properly checked and follow the appropriate guidelines, including HM Treasury's 'Green Book' standards.

The Investment Board works alongside the Regional Growth Board. Each has its own distinct, but complementary role. The Investment Board can bring in experts for advice, but these co-opted members can't vote.

The Investment Board regularly reviews investments using a data dashboard to track progress and make sure that money is being used effectively.

For more information about the Investment Board, see paragraph 2.1 of Part 3B of the Constitution.

Shareholder Board

The Shareholder Board oversees the CJC's business investments and company holdings. It brings together the CJC Chair and Deputy Chairs with directors from companies owned by or linked to the CJC, including CCR Energy Ltd, CSC Foundry Ltd, Innovation Investment Capital Limited Partnership, and other businesses where the CJC has invested money. A Chief Executive from one of the Constituent Councils also attends meetings and can speak but can't vote.

The main role of this Group is to keep an eye on the companies that the CJC either owns completely or has invested in. It considers any issues that come up with these companies and reports back to the main CJC and the Governance and Audit Sub-Committee, making recommendations when needed.

For more information about the Shareholder Board, see paragraph 2.4 of Part 3B of the Constitution.

Regional Chief Executives' Group

The Regional Chief Executives' Group includes the Chief Executives from all ten Constituent Councils, the Brecon Beacons National Park Authority, and the CJC, though they can send deputies if needed. This group makes sure that high-level public sector expertise helps to shape regional decisions.

The Group provides expert advice on regional strategies, policies and investment proposals. It offers specific insights from each of the local authorities' perspectives and reviews investment proposals from the City Deal. Through its nominated representatives, it gives feedback and advice to the Investment Board and other regional forums.

The Group also responds to requests from the UK and Welsh Governments about regional matters. It helps ensure good communication between the Constituent Councils and nominates Chief Executives to serve on various committees and boards. These nominated positions are rotated yearly to ensure new perspectives and fair representation.

By bringing together senior leaders from the different councils, this group helps to ensure that local knowledge and public sector expertise inform regional decision-making. It acts as a vital link between individual councils and regional bodies, co-ordinating actions and promoting information-sharing.

For more information about the Regional Chief Executives' Group, see paragraph 2.3 of Part 3B of the Constitution.

What joint arrangements affect the CJC?

The CJC can do the following, to boost the region's economy:

- Make agreements with any person or organisation;
- Work together with or help coordinate activities of any person or organisation;

- Carry out functions on behalf of other people or organisations.

The CJC can team up with its Constituent Councils to handle functions or get advice. This might involve setting up joint committees. Usually, only Executive Members from the participating authorities can be on these committees, and political balance rules don't apply. CJCs can also work together to handle their functions jointly.

Details of current joint arrangements, including any delegations to joint committees, can be found in the CJC's Scheme of Delegations in Part 3 of the Constitution.

More information about joint arrangements can be found at Part 2I (Article 9) of the Constitution. This includes further details about access to information, delegation to and from Constituent Councils, contracting out and partnerships.

Part 3 – Roles and Responsibilities

What roles do Members perform?

Members may perform a number of roles on the CJC. The Chair and Deputy Chair of the overall CJC are appointed by it every year at its annual meeting. The Chair (and Deputy Chair in the absence of the Chair) is responsible for:

- promoting and upholding the Constitution;
- presiding over meetings of the CJC;
- ensuring that meetings of the CJC are quorate and conducted in accordance with the CJC's procedure rules;
- ensuring that decisions are taken in accordance with the Constitution; and
- promoting the interests and reputation of the CJC.

There are other roles too, such as the Chair and Deputy Chair of the various sub-committees and advisory groups.

Certain Members are also allocated lead responsibilities for particular functions of the CJC. They are called Portfolio Holders.

You can read more about the delegation of duties and powers to individual Portfolio Holders at sections 2 and 3 of Part 3A of the Constitution.

What roles do Officers perform?

The elected members of the CJC are supported by paid officers who are accountable to the CJC and responsible for delivering services to the public in accordance with the policies and procedures agreed by the CJC and its sub-committees and other bodies.

The **Chief Executive** has overall corporate and operational responsibility for the work of the CJC and for all paid officers of the CJC. It is a statutory role, i.e. the CJC *must* appoint a Chief Executive by law. The Chief Executive has overall Corporate, Operational and Strategic Management responsibility for the:

- **Strategic Director of Regional Growth;**
- **Strategic Director of Policy, Impact and Partnerships;**
- **Strategic Director of Resources; and**
- **Strategic Director of Legal and Governance**

The **Deputy Chief Executive** supports the Chief Executive and is the Director of Regional Growth.

The **Monitoring Officer** (who is the Strategic Director of Legal and Governance) is responsible for ensuring lawfulness and fairness in the CJC's decision-making, maintaining and upholding the Constitution, receiving reports of alleged breaches of the CJC's duties and obligations and conducting investigations into such allegations. This is also a statutory role.

The **Chief Finance Officer** (who is the Strategic Director of Resources) is responsible for ensuring that the CJC makes financially prudent decisions. They are also responsible for the administration of the CJC's financial affairs and providing advice to Members on the CJC's budgetary and other financial procedures.

The other Chief Officer is the **Director of Policy, Impact and Partnerships**.

Chief Officers are each accountable to the CJC for the financial management and administration of those services and activities allocated to them in accordance with the CJC's policies.

The roles and responsibilities of Chief Officers are described in Part 2J (Article 10) of the Constitution.

Officers must comply with the Officers' Code of Conduct and Protocol on Officer/Member Relations which can be found at Part 5 of the Constitution.

The processes by which officers are recruited, appointed, disciplined and dismissed are set out in Part 4F (Employment Procedure Rules) of the Constitution.

How should Members behave?

Members are expected to uphold the highest standards of personal and professional conduct.

The CJC has adopted a Code of Conduct for Members which is intended to help and guide Members in maintaining appropriate standards of conduct when serving the community. It also provides reassurance to the public and helps build their trust in, and respect for, their local representatives.

Members are expected to ensure that they understand their obligations under the Code of Conduct and act in a way that shows they are committed to meeting the high standards of conduct that are expected of them. Members are provided with training when they are first appointed, and on a regular basis, to support them to comply with the Code of Conduct for Members.

The following principles establish the expected standards of conduct for Members. These principles should be read in conjunction with the CJC's Code of Conduct and form the basis for ethical governance and public service.

Fundamental Principles

Selflessness

Members must act solely in the public interest and never use their position to improperly confer an advantage on themselves, or to improperly confer an advantage or disadvantage on others.

Honesty

Members must declare any private interest relevant to their public duties. They must take steps to resolve any conflict in a way that protects the public interest.

Integrity and Propriety

Members must not put themselves in a position where their integrity is called into question by any financial or other obligation to people or organisations that might try to influence them in performing their duties. They must also avoid the appearance of such behaviour.

Duty to Uphold the Law

Members must act to uphold the law and always act in accordance with the trust that the public has placed in them.

Stewardship

Members must make sure, in discharging their duties and responsibilities, that their authority's resources are used lawfully and prudently.

Objectivity in Decision-Making

Members must make decisions on merit when carrying out their responsibilities, e.g. through making appointments, awarding contracts or recommending people for awards or benefits. Members are responsible for deciding what view to take and, if appropriate, how to vote on any issue. They must however have regard to officers' professional advice and may properly take account of the views of others, including their political groups.

Equality and Respect

In carrying out their duties, Members must have due regard to the need to promote equality of opportunity for all people, regardless of their gender, race, disability, sexual orientation, age or religion and must show respect and consideration for others.

Openness

Members must be as open as possible about their actions and their authority's actions. They must ensure that disclosure of information is only restricted where the law requires.

Accountability

Members are accountable to the electorate and the public generally for their actions and for how they carry out their responsibilities as a Member. They must be prepared to submit themselves to appropriate scrutiny in respect of their responsibilities.

Leadership

Members must support and promote these principles by leadership and example, to promote public confidence in their role and the authority. They must respect the impartiality and integrity of the authority's statutory officers and its other employees.

The CJC's Member Code of Conduct can be found at Part 5A of the Constitution.

How should Officers behave?

Paid officers of the CJC are responsible for serving the CJC by providing advice to Members, implementing the CJC's policies, and delivering services to the community. In performing their duties, they must act with integrity, honesty, impartiality and objectivity.

The public is entitled to expect the highest standards of conduct from all of those who work for the CJC. The Employees' Code of Conduct outlines the rules and conditions of service that apply to the CJC's employees. It is designed to provide clear guidance to help officers in their day-to-day work and to allow the public to understand what they can expect when they interact with a CJC employee.

The Employees' Code of Conduct can be found at Part 5B of the Constitution.

How should Members and Officers work together?

Members and Officers have different roles, responsibilities and accountabilities, but it's important that they work together well, to perform the CJC's functions and to deliver services to residents living in the CJC's area.

The Protocol on Member Officer Relations is designed to clarify the respective roles and responsibilities of Members and Officers and to guide them in their dealings with one another. It explains what Members and Officers can reasonably expect from one another and how they should work together to achieve their common purpose.

You can read the Protocol on Member Officer Relations at Part 5C of the Constitution.

How can I complain about a Member?

If you wish to complain about a Member of the CJC, you should contact either the CJC's Monitoring Officer (MonitoringOfficer@cardiffcapitalregion.gov.uk) or the Public Services Ombudsman for Wales. The CJC's complaints procedure provides more information about how to complain. It is available on the CJC's website here.

The Public Services Ombudsman for Wales can be contacted:

By phone: 0300 790 0203
By email: ask@ombudsman.wales
In writing: Public Services Ombudsman for Wales, 1 Ffordd yr Hen Gae, Pencoed, CF35 5LJ

How can I complain about an Officer?

If you wish to complain about an officer, please consult our Corporate Complaints Policy which can be found here. You can also complete our online form should you wish to do so. This policy does not apply to Member conduct complaints.

Part 4 – Policies and Procedures

Where can I find the CJC's key plans and strategies?

The CJC is responsible for setting its key plans and strategies, which are published on its website. Together, they form the CJC's policy framework.

How is the CJC's Policy Framework decided?

The CJC is responsible for approving the Policy Framework. The CJC's current policies can be found on its website.

The policy framework can be found at Part 2D (Article 4) of the Constitution.

Budget setting and financial management

How does the CJC set its budget?

The CJC is responsible for approving the budget. For each financial year, the CJC must calculate its budget for its:

(i) Strategic Development Plan Function (the "Strategic Development Plan Budget"); and
(ii) Other functions (the "General Budget").

The CJC must agree on its budget by 31 January each year. It includes:

- Estimated spending on CJC functions;
- Money set aside for unexpected costs;
- Reserves for future years;
- Funds to cover past liabilities;
- Expected income from sources other than its Constituent Councils.

The budget can be revised during the year, but any changes must be approved at a CJC meeting.

The Strategic Development Plan budget is paid by the Constituent Councils and the Brecon Beacons National Park Authority, with their proportions agreed unanimously.

The General Budget is paid by the Constituent Councils, with their proportions agreed unanimously by Council Members.

This process makes sure that there is transparency in financial planning and shared responsibility among CJC members.

The process by which the budget is agreed, can be found at Part 2D (Article 4) of the Constitution.

The Chief Finance Officer is responsible for preparing the revenue budget and capital programme.

The CJC is bound by a number of different financial rules and procedures that govern how the CJC's spending is planned, committed, reviewed and audited. The CJC's Financial Procedure Rules are set out at Part 4D of the Constitution.

Can decisions be taken that do not comply with the budget or Policy Framework?

The Monitoring Officer is responsible for advising the CJC about whether a decision is likely to be considered contrary to, or not wholly in accordance with, the policy framework. The Monitoring Officer (together with the Chief Financial Officer) is responsible for advising the CJC about whether a decision is likely to be contrary to, or not wholly in accordance with, the budget.

Only the CJC can approve or adopt the Policy Framework and budget. However, where a decision-maker is minded to make a decision about any matter that is covered by the Policy Framework or budget which is contrary to the Policy Framework or contrary to/not wholly in accordance with the budget, this is subject to the urgency procedure contained in section 6 of Part 3C of the Constitution.

Can money be moved from one budget head to another once the budget has been adopted?

During the year, the CJC and Chief Officers may need to transfer budgets from one service area to another to reflect changed services needs or priorities in order to deliver the CJC's Policy Framework within the financial limits set by the CJC.

The mechanism by which the CJC and Chief Officers may move money within or between service areas is called virement.

The CJC's Financial Procedure Rules set out the rules around virements at section 4.8 of Part 4D of the Constitution.

What other policies and procedures govern how the CJC manages its budget?

The CJC is bound by a number of different financial rules and procedures that govern how its spending is planned, committed, reviewed and audited.

The CJC's Financial Procedure Rules can be found at Part 4D of the Constitution.

Are there any restrictions on how the CJC buys in goods and services?

The CJC can enter into contracts to purchase goods and services in much the same way as any other person or organisation. However, it must comply with the Contract Procedure Rules when it does so.

The purpose of the Contract Procedure Rules is to ensure that the CJC complies with relevant legal requirements and secures best value for goods and services.

If you regularly sell goods or services to the CJC then you may wish to familiarise yourself with the Contract Procedure Rules.

The Contract Procedure Rules can be found at Part 4E of the Constitution.

How does the CJC enter into contracts and agreements?

The rules and procedures that govern how agreements and contracts are authorised and executed on behalf of the CJC are set out at Parts 4E and 2L of the Constitution.

Part 5 – How Can I Get Involved?

How can I find out when meetings of the CJC and its committees and other bodies are taking place?

The CJC publishes notices of meetings, and a programme of upcoming meetings, on its website: Calendar of Meetings.

You can find out more about notice requirements in Parts 4A and 4C of the Constitution.

How can I find out what will be discussed at a particular meeting?

The CJC will publish agendas for meetings, together with any background papers and reports in advance of the meeting taking place.

You can find out more about the information that is made publicly available in advance of a CJC meeting at Part 4C of the Constitution.

The CJC publishes meetings, agendas and supporting documents and reports on its website.

How can I find out when an issue I am concerned about will be decided?

The CJC publishes a Forward Plan on its website, which sets out what decisions will be taken by the CJC, what issues the Joint Overview and Scrutiny Committee will be considering and when these matters will be discussed.

Can I ask the CJC, a sub-committee or another body of the CJC to look into a particular issue?

Yes. You can:

- write to the appropriate CJC Member or the CJC's Chief Executive;
- respond to a consultation;
- make a suggestion through the CJC's website; or
- raise a matter with the CJC by submitting a petition in accordance with the CJC's petition scheme, as set out in Part 5D of the Constitution.

Can I attend meetings of the full CJC?

Yes. All meetings of the CJC are held remotely, so members of the public may attend so long as they are being held in public.

Meetings of the full CJC are also broadcast live on the CJC's YouTube channel so you can watch them in real time remotely if you wish to do so.

The public must be excluded when confidential information would otherwise be disclosed. The public may be excluded where exempt information would otherwise be disclosed.

The right to attend meetings is subject to the CJC's right to exclude people if their conduct is disorderly or if they misbehave at the meeting.

Further information about access to meetings, exemptions to the right to attend, and the right to exclude people, can be found at Part 4C of the Constitution.

Can I attend other meetings?

Yes, members of the public can come to any meeting where the CJC has resolved that it should be held in public.

Further information can be found at Part 4C of the Constitution.

How can I find out what the CJC decided?

The CJC publishes the agenda, reports and the minutes of meetings once they have been agreed. These papers, and background papers, are available for inspection by the public for a minimum of six years from the date of the meeting.

The CJC also has arrangements in place for publishing written records of decisions taken by the CJC's committees and other bodies.

You can read about the CJC's arrangements for publishing minutes of meetings and other written records of decisions at Part 4C of the Constitution.

You can read meeting minutes, reports and agendas on the CJC's website.

Can I view the CJC's accounts so that I can understand how my money is spent?

Yes. The CJC is required to publish its accounts and to make them available for inspection by the public. You can raise questions or concerns about the CJC's accounts with the CJC or its external auditor.

MEMBERS' SCHEME OF REMUNERATION AND ALLOWANCES

2025 – 2026

This Scheme is made under the Local Government (Wales) Measure 2011 with regard to Independent Remuneration Panel for Wales (IRPW) Determinations which apply to payments made to members and co-opted members of the Corporate Joint Committee and its sub-committees.

1. Payment of Co-opted Lay Members

1.1 The Independent Remuneration Panel for Wales has determined that Lay Members of Corporate Joint Committees should be paid on the same basis as co-opted (lay) members with voting rights of other bodies within the local government family.

1.2 A daily fee (with provision for half day and hourly payments) shall be paid to co-opted lay members of the South East Wales Corporate Joint Committee ("the CJC"), provided they are statutory co-optees with voting rights.

1.3 Payments will take into consideration travelling time to and from the place of the meeting, reasonable time for pre-meeting preparation and length of meeting (up to the maximum of the daily rate).

1.4 The Monitoring Officer is designated as the "appropriate officer" and will determine preparation time, travelling time and length of meeting, the fee will be paid on the basis of this determination.

1.5 The Monitoring Officer can determine in advance whether a meeting is programmed for a full day and the fee will be paid on the basis of this determination even if the meeting finishes before four hours has elapsed.

1.6 A half day meeting is defined as up to 4 hours.

1.7 A full day meeting is defined as over 4 hours.

1.8 The daily, half day and hourly fee for the Chairperson of the Governance and Audit Sub-Committee, as determined by the Independent Remuneration Panel for Wales, is set out in **Schedule 1**.

1.9 The daily, half day and hourly fee for other statutory co-optees with voting rights, as determined by the Independent Remuneration Panel for Wales, is set out in **Schedule 1**.

2. Contribution towards Costs of Care and Personal Assistance

2.1 Contribution towards Costs of Care and Personal Assistance shall be paid to a Member (including a Co-opted Member) who has caring responsibility for dependent children or adults, or a personal care requirement, provided the Member incurs expenses in the provision of such care whilst undertaking 'approved' CJC duties.

2.2 Contribution towards Costs of Care and Personal Assistance applies in respect of a dependant under 16 years of age, or a minor or adult who normally lives with the Member as part of their family and who cannot be left unsupervised for whom the Member can show that care is required. If a Member has more than one dependant the Member may claim more than one allowance, provided the Member can demonstrate a need to make separate arrangements for care.

2.3 Eligible Members may claim contribution towards costs of care and personal assistance for actual and receipted costs as set out in **Schedule 2**. All claims for the contribution towards costs of care and personal assistance should be made in writing to Democratic Services detailing times, dates and reasons for claim. Receipts are required for both informal and formal care arrangements.

3. Travel and Subsistence Allowances

3.1 General Principles

3.2 Members and Co-opted Members are entitled to claim travelling expenses when travelling on the CJC's business for 'approved duties' as set out in **Schedule 3**. Where Members travel on the CJCs business they are expected to travel by the most cost-effective means. In assessing cost effectiveness regard will be given to journey time. A Member who does not travel by the most cost-effective means may have their claim abated by an appropriate amount.

3.3 The distance claimed for mileage should be the shortest reasonable journey by road from the point of departure to the point at which the duty is performed, and similarly from the duty point to the place of return.

3.4 The rates of Members' Travel and Subsistence Allowances are set out in **Schedule 4** and are subject to annual review by the Independent Remuneration Panel for Wales.

4. Travel by Private Vehicle

4.1 The Independent Remuneration Panel for Wales has determined that the maximum travel rates payable should be the rates set out by Her Majesty's Revenue & Customs for the use of private cars, motorcycles and pedal cycles plus any passenger supplement.

4.2 The mileage rates for private vehicles as determined by the Independent Remuneration Panel for Wales are set out in **Schedule 4**.

4.3 Where a Member makes use of their private vehicle for approved duty purposes, the vehicle must be insured for business use. Proof of appropriate insurance must be provided to the CJC on request.

5. Travel by Public Transport

5.1 Rail/Coach Travel

Unless otherwise authorised rail tickets will be second-class. Democratic Services will usually purchase requisite rail and coach tickets for Members in advance of journeys. In the unlikely event that a Member needs to purchase a ticket directly, payment will be reimbursed upon production of the used ticket and or a receipt.

5.2 Taxi Fares

Taxi fares will only be reimbursed where their use has been authorised for cases of urgency, where no public transport is reasonably available, or a Member has a particular personal need. Re-imbursement will be upon receipt only.

5.3 Air Fares

Unless otherwise authorised flight tickets will be budget or economy class. Discounted flight tickets will be purchased well in advance wherever possible in order to reduce costs. Travel by air is permissible if it is the most cost-effective means of transport. Authorisation of the Monitoring Officer is required, and tickets will usually be purchased by Democratic Services.

5.4 Travel Abroad

Travel abroad on the CJC's business will only be permitted where authorised by the Monitoring Officer. Democratic Services will usually arrange travel and accommodation.

5.5 Other Travel Expenses

Members will be entitled to reimbursement of toll fees, parking fees, overnight garaging and other necessary travel associated expenses. Re-imbursement will be upon receipt only.

6. Overnight Accommodation

6.1 Overnight stays will only be permitted where the CJC's business extends to two days or more, or the venue is at such a distance that early morning or late-night travel would be unreasonable. All overnight stays must receive prior authorisation from the Monitoring Officer.

6.2 Overnight accommodation will usually be booked by Democratic Services. Wherever possible the overnight accommodation will be pre-paid or invoiced.

6.3 Direct booking of overnight accommodation by a Member will only be permitted in the event of an emergency. Reimbursement will only be made upon the production of a receipt and will be at a level deemed reasonable and not in excess of the rates set out in **Schedule 4**.

7. Subsistence Allowance

7.1 The day subsistence rate to meet the costs of meals and refreshments in connection with approved duties (including breakfast when not provided as part of overnight accommodation) is set out in **Schedule 4**. The maximum daily rate covers a 24-hour period and can be claimed for any meal that is relevant, providing such a claim is supported by receipt(s).

7.2 No provision is made for subsistence claims within the CJC area.

8. Claims and Payments

8.1 A claim for travel and subsistence allowances must be made in writing by the 1st day of each month or the previous working day if falling on a Saturday or Sunday or Bank Holiday and must be accompanied by the relevant receipts. Claims must be made within 3 months of the event and within the relevant accounting year (i.e. by 4 April every year).

8.2 Allowances will be paid by the CJC's Payroll team by BACS transfer.

9. Compliance

9.1 In accordance with the Regulations, the Authority must comply with the requirements of Independent Remuneration Panel for Wales in respect of the monitoring and publication of payments made to Members as set out in **Schedule 5**. Members are reminded that expense claims are subject to both internal and external audit.

SCHEDULE 1

PAYMENT OF LAY MEMBERS

With effect from 31 July 2024, Lay Members of the South East Wales Corporate Joint Committee will be paid on the same basis as co-opted members (lay) with voting rights of other bodies within the local government family.

The amounts are set out below.

Table 1: payments made to lay members of corporate joint committees

Role	Hourly rate payment	Up to 4 hours payment rate	4 hours and over payment rate
Lay chairs of committees	£33.50	£134	£268
Ordinary lay members with voting rights	£29.75	£119	£238

SCHEDULE 2

COSTS OF CARE AND PERSONAL ASSISTANCE

Contribution towards costs of care and personal assistance
All Members
• Formal (registered with Care Inspectorate Wales) care costs to be paid as evidenced. • Informal (unregistered) care costs to be paid up to a maximum rate equivalent to the Real UK Living Wage at the time the costs are incurred.

SCHEDULE 3

APPROVED DUTIES

Approved duties:

- attendance at a meeting of the CJC or of any sub-committee of the CJC or of any body to which the CJC makes appointments or nominations or of any committee of such a body;
- attendance at a meeting of any association of authorities of which the CJC is a member;
- attendance at any other meeting the holding of which is authorised by the CJC or by a sub-committee of the CJC or by a joint committee of one or more of the CJC's constituent authorities;
- a duty undertaken for the purpose of or in connection with the discharge of the functions of the CJC;
- a duty undertaken in pursuance of a standing order which requires a Member or Members to be present;
- attendance at any training or developmental event approved by the CJC;
- the following duties which have been approved by the CJC:
    - attendance at any non-political personal development event or activity relevant to the role of the individual member with the advance agreement of the Monitoring Officer;
    - attendance at meetings relating to the personal safety and security of an individual Member.
    - a duty undertaken for the purpose of or in connection with the discharge of the roles to which a Member has been appointed by the CJC, for example, Sub-Committee Chairs.

SCHEDULE 4

Mileage Rates

All sizes of private motor vehicle Up to 10,000 miles Over 10,000 miles	 45 pence per mile 25 pence per mile
Private Motorcycles Pedal Cycles	24 pence per mile 20 pence per mile
Passenger supplement	5 pence per passenger per mile

Subsistence Allowance

The day subsistence rate is up to a maximum of £28 and covers a 24-hour period and can be claimed for any meal if relevant provided such a claim is supported by receipts.

Re-imbursement of alcoholic drinks is not permitted.

Overnight Stay

The maximum allowances for an overnight stay are £200 for London and £95 for elsewhere.

A maximum of £30 is available for an overnight stay with friends or relatives whilst on approved duty.

SCHEDULE 5

Compliance

- The CJC will arrange for the publication on its website of the total sum paid by it to each Member in respect of salary, allowances, fees and reimbursements not later than 30 September following the close of the year to which it relates.
- The CJC will publish on its website the annual schedule of Member Remuneration not later than 31 July of the year to which the schedule refers.
- The CJC will send a copy of the schedule to the Independent Remuneration Panel for Wales not later than 31 July of the year to which the schedule refers.
- The CJC will maintain records of Member or Co-opted Members attendance at meetings of the Corporate Joint Committee and sub-committees and other approved duties for which a Member or Co-opted Member submits a claim for reimbursement.