

URN: 23-015

Subject: Transport East – Memorandum of Understanding

Report to: Economic Development Committee – 6th March 2022

Report by: Samuel Hubbard – Strategic Planning Manager

SUBJECT MATTER

This report seeks endorsement of the Memorandum of Understanding with Transport East

RECOMMENDATION

That Economic Development Committee:

- Endorse the Memorandum of Understanding contained with Appendix 1 to this report.
- Delegate authority to the Director of Planning and Growth to sign the memorandum.

1. Introduction

- 1.1. Transport East was launched in March 2018 as Sub-national Transport Body (STB) for Norfolk, Suffolk, Essex, Southend and Thurrock. Transport East provides a single voice for transport for its partners through:
 - Creating a transport strategy for the East region
 - Prioritising strategic investment and advising the Secretary of State for Transport
 - Accelerating and improving delivery
 - Supporting partners through enhanced capacity and capability
- 1.2. The Borough Council along with other District/Borough Councils and County Council have all contributed annually to the funding of Transport East since its inception. Most recently the Borough's contribution has been around £4,700.
- 1.3. Transport East has now completed its <u>Transport Strategy</u> setting the vision, priorities and case for investment across the region. The strategy aims to de-carbonise transport, improve connections, enhance rural and coastal communities and unlock international gateways. With relevance to Great Yarmouth, the Strategy identifies the A47 as a priority corridor, as well as the A12 from the south. The strategy also seeks to improve east west rail.
- 1.4. The partnership will use the strategy to capitalise on a range of emerging national opportunities to get the best benefits for the region. In 2023, these will include:

- Roads Investment Strategy 3. For Norfolk, this will include major decisions on both Strategic Road Network (e.g A47 and A11 Fiveways) and Major Road Network.
- Rail Network Enhancements Programme. Transport East has initiated a Rail Plan for the East to set out a single plan and vision for our future rail network.
- Thematic Priorities. Decarbonisation to net zero, energising rural and coastal areas, the formation of Active Travel England, expected launch of the national rural mobility strategy in early 2023, and the role of Transport in supporting the Office for Low Emission Vehicles, are all opportunities TE are actively engaged with to secure better outcomes for the region.
- 1.5. The partnership will use the strategy to capitalise on a range of emerging national opportunities to get the best benefits for the region. In 2023, these will include:
 - Roads Investment Strategy 3 –For Norfolk, this will include major decisions on both Strategic Road Network (e.g A47 and A11 Fiveways) and Major Road Network.
 - Rail Network Enhancements Programme Transport East has initiated a Rail Plan for the East to set out a single plan and vision for our future rail network.
 - Thematic Priorities Decarbonisation to net zero, energising rural and coastal areas, the formation of Active Travel England, expected launch of the national rural mobility strategy in early 2023, and the role of Transport in supporting the Office for Low Emission Vehicles, are all opportunities TE are actively engaged with to secure better outcomes for the region.
- 1.6. Transport East are scoping the 2023/24 Business Plan for submission to ministers early this year. This will be the 2nd year of a three-year indicative work programme) with four outcomes:
 - Transport East becoming a leading English STB
 - Transport East planning the next generation of transport projects to 2050
 - Transport East accelerating delivery of our transport priorities
 - A Single Voice Putting the East's transport priorities firmly on the UK Map.

2. Memorandum of Understanding

- 2.1. An independent review of Transport East's strategic operations and funding was completed in September last year a key recommendation was that Transport East introduce a Collaboration Agreement (Memorandum of Understanding) with funding partners, to clarify the outputs Transport East will produce for partners. This responds to requests from partners for a single document which acts as a record to underpin the partnership arrangements. The agreement also sets out the annual subscription fees districts will contribute to Transport East and this equates to just under £5k for each District authority subject to yearly increases of 3.5%.
- **2.2.** A series of 1-to-1 meetings with districts has also been undertaken and proposals to further enhance the working relationship and ensure Norfolk districts secure full benefits from the partnership will be made shortly. The Agreement is set out below and endorsed by the Transport East Forum on 14th December 2022. Transport East would now like Norfolk district partners to endorse the agreement in advance of start Financial Year 2023/24.

3. Financial Implications

3.1. No additional implications. Funding for Transport East is already covered in the agreed Strategic Planning budget.

4. Legal and Risk Implications

- 4.1. The Memorandum of Understanding provides a more robust foundation for the operation of the partnership through setting out expectations and funding rather than the informal arrangements currently in place.
- 4.2. The Memorandum of Understanding is not intended to be legally bending and no legal obligations or legal rights shall arise between the parties from endorsement of the memorandum.

5. Conclusion

It is recommended that Economic Development Committee:

- Endorse the Memorandum of Understanding contained with Appendix 1 to this report.
- Delegate authority to the Director of Planning and Growth to sign the memorandum.

5.1. Appendices

Appendices:

• Appendix 1 – Memorandum of Understanding.

Area for consideration	Comment
Monitoring Officer Consultation:	Through ELT prior to Economic Development Committee
Section 151 Officer Consultation:	Through ELT prior to Economic Development Committee
Existing Council Policies:	n/a
Financial Implications (including VAT and tax):	Addressed in the report
Legal Implications (including human rights):	Addressed in the report
Risk Implications:	Addressed in the report
Equality Issues/EQIA assessment:	n/a
Crime & Disorder:	n/a
Every Child Matters:	n/a

DATED

MEMORANDUM OF UNDERSTANDING

RELATING TO THE OPERATION AND FUNDING OF TRANSPORT EAST

between

Suffolk County Council

and

Essex County Council

and

Norfolk County Council

and

Thurrock Council

and

Southend-on-Sea City Council

and

Ipswich Borough Council and **West Suffolk Council** and **East Suffolk Council** and **Babergh District Council** and **Mid Suffolk District Council** and **Basildon Borough Council** and **Braintree District Council**

Brentwood Borough Council

and

and

Castle Point Borough Council

and

Chelmsford City Council

and

Colchester Borough Council

and

Epping Forest District Council

and

Harlow Council

and

Maldon District Council

and

Rochford District Council

and

Tendring District Council

and

Uttlesford District Council

and

Breckland Council

and

Broadland District Council

and

Great Yarmouth Borough Council

and

Borough Council of King's Lynn and West Norfolk

and

North Norfolk District Council

and

Norwich City Council

and

South Norfolk District Council

CONTENTS

CL	AUSE		
1.	Backgro	ound	3
2.	Purpos	e	4
3.	Strateg	ic Aims	4
4.	Functio	ns	4
5.	Govern	ance	5
6.	Subscri	ption Fees	8
7.	Principl	es of collaboration	8
8.	Escalat	ion	9
9.	Term a	nd termination	9
10.	Varia	tion	9
11.	Char	ges and liabilities	9
12.	Statu	S	10
An	nexes		
AN	NEX A	Subscription Fees	16
AN	NEX B	Forum Members	17
ΑN	NEX C	Wider Partnership Panel	19

This agreement is dated

Parties

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich IP1 2BX
- (2) ESSEX COUNTY COUNCIL of County Hall, Market Road, Chelmsford CM1 1QR
- (3) NORFOLK COUNTY COUNCIL of County Hall, Martineau Lane, Norwich NR1 2DH
- (4) THURROCK COUNCIL of Civic Offices, New Road, Grays RM17 6SL
- (5) SOUTHEND-ON-SEA CITY COUNCIL of Civic Centre, Victoria Avenue, Southend-on-Sea SS2 6ER
- (6) IPSWICH BOROUGH COUNCIL of Grafton House, 15-17 Russell Road, Ipswich IP1 2DE
- (7) WEST SUFFOLK COUNCIL of West Suffolk House, Western Way, Bury St Edmunds IP33 3YU
- (8) EAST SUFFOLK COUNCIL of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT
- (9) BABERGH DISTRICT COUNCIL of Endeavour House, 8 Russell Road, Ipswich IP1 2BX
- (10) MID SUFFOLK DISTRICT COUNCIL of Endeavour House, 8 Russell Road, Ipswich IP1 2BX
- (11) BASILDON BOROUGH COUNCIL of The Basildon Centre, St Martins Square, Basildon SS14 1DL
- (12) BRAINTREE DISTRICT COUNCIL of Causeway House, Bocking End, Braintree CM7 9HB
- (13) BRENTWOOD BOROUGH COUNCIL of Town Hall, Ingrave Road, Brentwood CM15 8AY
- (14) CASTLE POINT BOROUGH COUNCIL of Kiln Road, Thundersley, Benfleet SS7 1TF
- (15) CHELMSFORD CITY COUNCIL of Civic Centre, Duke Street, Chelmsford CM1 1JE
- (16) COLCHESTER BOROUGH COUNCIL of Rowan House, 33 Sheepen Road, Colchester CO3 3WG
- (17) EPPING FOREST DISTRICT COUNCIL of Civic Offices, 323 High Street, Epping CM16 4BZ
- (18) HARLOW COUNCIL of Civic Centre, The Water Gardens, College Square, Harlow CM20 1WG

- (19) MALDON DISTRICT COUNCIL of Council Offices, Princes Road, Maldon CM9 5DL
- (20) ROCHFORD DISTRICT COUNCIL of Council Offices, South Street, Rochford SS4 1BW
- (21) TENDRING DISTRICT COUNCIL of Town Hall, Station Road, Clacton-on-Sea, CO15 1SE
- (22) UTTLESFORD DISTRICT COUNCIL of Council Offices, London Road, Saffron Walden CB11 4ER
- (23) BRECKLAND COUNCIL of Elizabeth House, Walpole Loke, Dereham NR19
- (24) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Norwich NR7 0DU
- (25) GREAT YARMOUTH BOROUGH COUNCIL of Hall Plain, Great Yarmouth NR30 2QF
- (26) BOROUGH COUNCIL OF KING'S LYNN AND WEST NORFOLK of King's Court, Chapel Street, King's Lynn PE30 1EX
- (27) NORTH NORFOLK DISTRICT COUNCIL of Council Offices, Holt Road, Cromer NR27 9EN
- (28) NORFOLK CITY COUNCIL of City Hall, St Peter's Street, Norwich NR2 1NH
- (29) SOUTH NORFOLK DISTRICT COUNCIL of South Norfolk House, Cygnet Court, Long Stratton, Norwich NR15 2XE

together "the Parties"

1. Background

- 1.1 In March 2018 Transport East ("**Transport East**") was launched as a new Sub-National Transport Body by the region's local authorities to deliver the collective vision for the future of transport in Suffolk, Essex, Norfolk, Southend-on-Sea and Thurrock.
- 1.2 Suffolk County Council is the accountable body for the Department for Transport funding awarded to Transport East.
- 1.3 The Parties wish to record the basis on which they will collaborate with each other to implement the objectives of Transport East. This Memorandum of Understanding (MoU) sets out:
 - (a) the purpose and strategic aims of Transport East;
 - (b) the functions of Transport East;
 - (c) the governance arrangements for Transport East;

- (d) the funding arrangements for Transport East; and
- (e) the responsibilities of the parties.

2. Purpose

- 2.1 Transport East is the Sub-National Transport Body for Norfolk, Suffolk, Essex, Southend-on-Sea and Thurrock. It is an independent partnership, comprising the local response to the proposals contained with The Cities and Local Government Devolution Act (2016) and reflects the need for a Forum in which strategic transport issues and proposals can be addressed in a timely and efficient way.
- 2.2 Transport East provides a single point of contact for Government, its agencies, infrastructure and service providers on strategic transport issues.

3. Strategic Aims

- 3.1 Transport East will support the development of a transport network that:
 - (a) is innovative and prepared for future developments;
 - (b) enables housing and commercial growth;
 - (c) enables the efficient and effective movement of people and goods to boost economic growth;
 - (d) ensures that growth in the East is sustainable, encompassing all forms of transport including, public transport, walking and cycling;
 - (e) ensures that the East of England is a place where people want to live, work, learn and visit;
 - (f) enables people to live independently and to make the most of opportunities as they arise.

4. Functions

4.1 Transport East will

- (a) Provide the focus for a single conversation on strategic transport and infrastructure related activities;
- (b) Produce and maintain the Regional Evidence Base, the Sub-national Transport Strategy and investment priorities in the Investment and Delivery Programme;
- (c) Represent the East of England's interests with respect to national strategy and policy ensuring effective alignment between national investment and local growth plans;
- (d) Enable a more effective and meaningful engagement with the Department for Transport, other Sub-national Transport Bodies and

Transport for London, infrastructure agencies (such as Highways England and Network Rail) and service providers (such as bus and train operating companies), and the East of England's major ports and airports;

- (e) Provide the opportunity to share technical expertise and resources to assist with the development of a coherent and integrated transport network better able to respond to the demands of growth and changing technology;
- (f) Oversee the development of a high-level transport strategy which;
 - (i) covers the relevant geography of the membership of the Forum;
 - (ii) is linked to the delivery of economic growth and prosperity;
 - (iii) supports housing growth and development in the region; and
 - (iv) supports transition to net zero transport.
- 4.2 Transport East, led by the Forum, will enable the partners to realise:
 - (a) More effective engagement with, and influence over decision making at the national level:
 - (b) Greater added value through the sharing of knowledge, skills and resources, providing capacity to our partners;
 - (c) More efficient operation of strategic, local, and major road networks;
 - (d) Improved resilience of the transport system, particularly during periods of disruption (both planned and unplanned);
 - (e) More efficient and effective delivery of infrastructure, with schemes delivered faster and at less cost.
- 4.3 The role of Transport East will be periodically reviewed to ensure that the Forum is best placed to meet the ambitions of its members.
- 4.4 The outputs to be delivered annually by Transport East for the benefit of partners will be set out in the annual Business Plan. The Transport East Forum is responsible for endorsing the Business Plan and ensuring the work programme reflect the needs of partners.

5. Governance

The Forum

5.1 Transport East is governed by the Transport East Forum ("the Forum"), which brings together representatives of Local Transport Authorities, District Planning Authorities, Local Enterprise Partnerships, Chambers of Commerce and transport providers with representatives from Government, infrastructure

agencies and transport service providers in a collaborative partnership that enables a single co-ordinated conversation.

Forum Membership and Representatives

- 5.2 Membership of the Forum will include "relevant authorities" from Norfolk, Suffolk, Essex, Southend, and Thurrock. Relevant authorities include:
 - (a) Combined Authorities;
 - (b) Integrated Transport Authorities;
 - (c) County councils;
 - (d) Unitary councils;
 - (e) Tier two councils, i.e. district, borough, city.
- 5.3 One representative per relevant authority will be included as a member of the Forum, except that the tier two councils within each county will have one representative for that county. Each Local Enterprise Partnership and Chamber of Commerce within the geographical scope of Transport East will have one representative.
- 5.4 It is for each partner to nominate their representative on the Forum, but the expectation is that Local Transport Authorities will be represented by their Leader or the relevant Cabinet member, Local Enterprise Partnerships will be represented by a business-focussed member of their governing Board, and county groups of district councils by a representative nominated by the district authorities within that county. Where the nominated representative is not available to attend a Forum meeting, a substitute representative may attend in their place
- 5.5 The members of the Forum are set out in Annex B. Membership of the Forum will be reviewed on a regular basis.
- 5.6 The Department for Transport, National Highways and Network Rail will be invited to attend in an observer capacity. Transport East will seek to develop closer and more formal relationships with these three partner bodies. Additional organisations may be invited by the Forum to join as members or observers at any time where their membership and participation is seen as adding value.
- 5.7 The Chair of the Forum will be a representative from a relevant authority. The Chair will be reviewed annually by the Forum. The Deputy Chair will be a representative from the wider membership and does not need to be from a relevant authority.

Forum Meetings

- 5.8 The Forum shall meet on a quarterly basis. The meetings will be meetings of public record (papers published online) but will not be open public meetings.
- 5.9 The Forum is a collaborative organisation and decision-making within the Forum shall be by consensus. Formal arrangements for voting (where required) will be developed as the Forum becomes established, with consideration given to the appropriate allocation of votes necessary to ensure democratic accountability.
- 5.10 Third parties may be invited to participate in meetings of the Forum and invited to be members of project teams established by the Forum. Third parties may request to address the Forum on a specific issue or proposal. The Chair will determine whether to grant the request.
- 5.11 The Forum may decide to establish sub-groups where this is appropriate to address specific issues: sub-groups may be either time-limited in their duration or standing sub-groups where the issue is ongoing.

Wider Partnership Panel

5.12 A Wider Partnership Panel ("the Panel") that includes all potential partners will meet once a year at the annual Transport Summit. The members of the Panel are set out in Annex C. Members of the Panel can be co-opted onto the Forum based upon requirements identified by the Forum members. Members of the Panel may also be co-opted onto specific sub-groups established by the Forum. Membership of the Panel will be subject to revision as required by the Forum membership, or on an annual basis.

Transport East Business Unit and Transport East Senior Officer Group

- 5.13 The Work of the Forum will be supported by the Transport East Business Unit and the Transport East Senior Officer Group ("TESOG"). The Transport East Business Unit comprises dedicated officers funded partly by subscription fees paid by Transport East partners. The Business Unit, led by the Strategic Director, is responsible for planning, managing and delivering the Transport East work programme set out in the annual Business Plan, as agreed annually by the Forum in advance of the start of the financial year. Suffolk County Council will be the accountable body for hosting the Strategic Director and all other officers of the Transport East Business Unit.
- 5.14 TESOG will provide technical and professional advice drawn from the Local Transport Authorities, Local Enterprise Partnerships and district authorities. Infrastructure agencies and transport service providers will be invited to support the work of TESOG, as necessary.
- 5.15 The Local Transport Authorities will nominate a suitable officer to be part of TESOG. Formal sign-off by partners will be by the LTA portfolio holder,

Leader, CEO or s151 Officer as applicable to each partner. TESOG officers will be invited to attend Forum meetings in an advisory capacity. Papers will be circulated at least five working days prior to each Forum meeting, and minutes circulated in a timely manner following the Forum meeting.

6. Subscription Fees

- 6.1 From the Commencement Date Suffolk County Council shall act as the accountable body as regards securing and managing partners annual subscription fees.
- 6.2 Each year Transport East shall write to partners requesting they send a purchase order relating to the subscription fees for the forthcoming financial year. Following receipt of the purchase order Transport East shall invoice partners for the appropriate level of subscription fees.
- 6.3 Following receipt of an invoice sent out in accordance with clause 6.2, each partner shall make payment to Transport East within 30 days.
- 6.4 The level of subscription fees for the financial year 2022/23 is as set out in Annex A. For the financial year 2023/24 and thereafter the subscription fees shall increase by 3.5% year on year.

7. Principles of collaboration

The parties agree to adopt the following principles:

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to the other parties for performance of the respective roles and responsibilities set out in this MoU:
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to Transport East;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including public procurement rules, data protection and freedom of information legislation;
- (g) act in a timely manner. Recognise any time-critical matters and respond accordingly to requests for support;

- (h) manage stakeholders effectively; and
- (i) act in good faith to support achievement of the strategic aims of Transport East and compliance with these principles.

8. Escalation

- 8.1 If any party has any issues, concerns or complaints about Transport East, or any matter in this MoU, that party shall notify the other parties and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time the matter shall be escalated to the Chair of Transport East and the Executive Director of Growth, Highways and Infrastructure, Suffolk County Council, who shall decide on the appropriate course of action to take.
- 8.2 If any party receives any formal inquiry, complaint, claim or threat of action from a third party in relation to Transport East, that party shall promptly refer the matter to the Chair of Transport East and the Executive Director of Growth, Highways and Infrastructure, Suffolk County Council. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect Transport East, without the prior approval of the Forum.

9. Term and termination

- 9.1 This MoU shall commence on the date at the beginning of this MOU ("the Commencement Date").
- 9.2 Any party may terminate their involvement in Transport East (and so their rights and obligations under this MoU) by giving at least three months' notice in writing to the Forum. A terminating party shall not be entitled to any reimbursement of their annual subscription fees.

10. Variation

This MoU, including the Annexes, may only be varied by written agreement of the Parties.

11. Charges and liabilities

- 11.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 11.2 The parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no party intends that another party shall be liable for any loss it suffers as a result of this MoU.

12. Status

- 12.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.
- 12.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party as the agent of another party, nor authorise any of the parties to make or enter into any commitments for or on behalf of any other party.

Signed for and on behalf of Suffolk County Council		
Signature:		
Name:		
Position:		
Date:		
Signed for and on behalf of Essex County Council		
Signature:		
Signature:		
Signature:		
Signature: Name:		
Name:		

	nalf of Norfolk County Council
Signature:	
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Position:	
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	nalf of Thurrock Council
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Signed for and on beh	alf of Norwich City Council	
Signature:		
Name:		
Position:		
Date:		
Signed for and on behalf of South Norfolk District Council		
Signature:		
Name:		
Position:		
Date:		

ANNEX A Subscription Fees

Council	Annual Subscription Fee
Suffolk, Essex and Norfolk	£36,300 each
Southend-on-Sea and Thurrock	£22,000 each
Each County Group of district councils	£33,000 each

ANNEX B Forum Members

Chair	Cllr Kevin Bentley	Leader
		Essex County Council
Vice- Chair	Cllr Martin Wilby	Cabinet Member for Highways, Transport and Infrastructure
		Norfolk County Council.
Members	Cllr Richard Smith MVO	Cabinet Member for Economic Development, Transport Strategy and Waste
		Suffolk County Council
	Cllr Lesley Wagland OBE	Cabinet Member for Economic Renewal, Infrastructure and Planning
		Essex County Council
	Cllr Steven Wakefield	Cabinet Member for Transport, Asset Management & Inward Investment
		Southend-on-Sea City Council
	Cllr Mark Coxshall	Cabinet Member for Regeneration and Strategic Planning
		Thurrock Council
	Cllr Graham Butland	Leader, Braintree District Council
		Representative of Essex District Councils
	Cllr Graham Plant	Deputy Leader Great Yarmouth Borough Council
		Representative of Norfolk District Councils
	Cllr Norman Brooks	Cabinet Member with responsibility for Transport, East Suffolk Council
		Representative of Suffolk District Councils
The following	New Anglia Local Enterprise	Steve Oliver
bodies sit on our Forum, but are	Partnership	Transport Board Chair

not formal members of Transport East		
	South East Local Enterprise Partnership	Perry Glading
	Essex Chamber of Commerce	Director of Policy – TBC
	Norfolk Chamber of	Nova Fairbank
	Commerce	Chief Executive
	Suffolk Chamber of	Paul Simon
	Commerce	Head of Policy and Public Affairs
	National Highways	Matthew Taylor
		Programme Manager
	Network Rail	James Bradley
		Head of Strategic Planning
Observing	Bedford Borough Council	
Bodies	Cambridgeshire County Council and District Councils	
	Cambridgeshire and Peterborough Combined Authority	
	Central Bedfordshire Council	
	England's Economic Heartland	
	East of England Local Government Association	
	Hertfordshire County Council and District Councils	
	Hertfordshire LEP	
	UK Innovation Corridor	
	Peterborough City Council	
	Department for Transport	

ANNEX C Wider Partnership Panel

The Wider Partnership Panel will consist of all members of the Transport Forum listed in Appendix B, in addition to representatives from some or all of the following organisations.

- Neighbouring STBs; England's Economic Heartland and Transport for the South East
- Transport for London
- National Highways
- Network Rail
- All constituent districts
- Train Operating Companies and Freight Operating Companies
- Individual Airports or Airport Operators Association
- Ports or United Kingdom Major Ports Group (UKMPG)
- Bus providers or the Confederation of Passenger Transport
- Passenger groups
- Transport Focus
- Environmental groups
- Regional Traffic Managers' Forum
- Road Haulage Association
- Rail Freight Group
- Sustrans
- Local economic growth partnerships and bodies