

Quality Partnership Scheme

Greater Bristol Bus Network

Corridor 6

CONSULTATION DRAFT

This Quality Partnership Scheme in respect of Corridor 6 of the Greater Bristol Bus Network (“the Scheme”) is made by Bath & North East Somerset Council (“the Lead Authority”) and Bristol City Council (together “the Authorities”) in accordance with Sections 114 to 123 of the Transport Act 2000 (“the 2000 Act”) as amended and the Quality Partnership Schemes (England) Regulations 2009 (“the Regulations”).

1 DEFINITIONS AND INTERPRETATION

“**Excluded Service**” means any local bus service or class of local bus services set out in Schedule 2.

“**Facilities**” means, subject to regulations made under s119 of the 2000 Act from time to time:

- (a) all infrastructure, equipment and services provided along routes in the Scheme Area; and
- (b) all infrastructure, equipment and services which are ancillary to (a) and which are
 - (i) provided by the Authorities for the benefit of the registered local bus services participating in the Scheme; and
 - (ii) set out in Schedule 3.

“**Greater Bristol Bus Network**” means the major transport scheme co-ordinated by the West of England Partnership that consists of ten bus route corridors on which Quality Partnership Schemes will be made.

“**JLTP**” means the West of England Joint Local Transport Plan 3 (2011 – 2026), the Supporting Documents thereto and any successor documents.

“**Local Service**” means any registered local bus service which:

- (a) is so defined by s2 of the Transport Act 1985; and
- (b) is not an Excluded Service.

“**Participating Operator**” means a bus operator who uses the Facilities in the operation of a Local Service and who has given a written undertaking in the form attached at Schedule 4 to the Traffic Commissioner that, when using the Facilities on any date, he will provide the Standard of Services as it has effect in relation to that date.

“**Qualifying Agreement**” has the meaning set out in paragraph 17(4) of Schedule 10 to the 2000 Act as amended.

“**RTI**” means Real Time Information.

“**Scheme Area**” has the meaning set out in Clause 4.1

“**Standard of Services**” means the standards set out in Schedule 1.

“**Traffic Commissioner**” has the meaning set out in s82(1) of the Public Passenger Vehicles Act 1981 as amended.

“Voluntary Partnership Agreement” has the meaning set out in s153(2) of the 2000 Act as amended.

“West of England Partnership” means such joint strategic organisation of Bath and North East Somerset Council, Bristol City Council, North Somerset Council and South Gloucestershire Council as shall be operated by those authorities from time to time.

2 DATE AND PERIOD OF OPERATION

2.1 The Scheme will come into operation on 22 April 2012 (“the Commencement Date”) in accordance with s116 and s118 (1) of the 2000 Act.

2.2 The Scheme will operate for a period of 5 years from the Commencement Date subject to variation or revocation in accordance with s120 of the 2000 Act.

3 SCHEME PURPOSE AND OBJECTIVES

3.1 The Scheme forms part of the Greater Bristol Bus Network co-ordinated by the West of England Partnership. The purpose of the Scheme is to improve the quality of bus services operating in the Scheme Area.

3.2 The Authorities will provide the Facilities and Participating Operators will provide Local Services to the Standard of Services.

3.3 The Authorities are satisfied that the Scheme will contribute to the implementation of their local transport policies as set out in the JLTP and thus will meet the requirements of s114(1) of the 2000 Act.

3.4 The Authorities are satisfied that both the provision of the Facilities and the provision of Local Services to the Standard of Services will

- (a) improve the quality of Local Services provided in the Scheme Area by bringing benefits to persons using those services and
- (b) reduce or limit traffic congestion, noise and air pollution

and thus will meet the requirements of s114(3) of the 2000 Act.

3.5 The Authorities are satisfied that the competition test in Part 1 of Schedule 10 to the 2000 Act has been met in respect of the Scheme.

3.6 The notice and consultation requirements of s115 of the 2000 Act have been complied with.

3.7 The Authorities and Participating Operators will enter into and implement Voluntary Partnership Agreements which will include a framework for making enhancements such as (but not exclusive to):

- (a) quicker journey times
- (b) increased frequency
- (c) later operation of commercial service in evenings
- (d) earlier start of commercial service in mornings
- (e) extension of commercial operation on Sundays and Bank Holidays
- (f) installation of CCTV on vehicles
- (g) reductions in fares

and to cover other issues such as the co-ordination of timetables and ticket interavailability. The baseline data for patronage, journey times, punctuality and passenger satisfaction is set out in Schedule 5.

3.8 The Authorities will seek to make maximum use of contributions towards transport provision from appropriate developments. Any such funding may be used at the discretion of the Authorities for improvements to the Facilities or for enhancements to Local Services, subject to the conditions pertaining to it.

3.9 The Scheme may be supported as appropriate by Qualifying Agreements between Participating Operators.

3.10 The Authorities and Participating Operators will enter into and implement an agreement to work together to improve the punctuality and reliability of Local Services in the Scheme Area (a “Punctuality Improvement Partnership Agreement”) unless such an agreement is in place already.

4 SCHEME AREA AND SCOPE

4.1 The Scheme shall cover the area of the route corridor between Bristol and Midsomer Norton via Whitchurch, Clutton and Farrington Gurney as delineated in bold on Plan 1 attached (the “Scheme Area”). The Facilities, as listed in Schedule 3, do not include all bus stops in the Scheme Area, nor do they cover all roads in the Scheme Area.

4.2 In respect of Local Services using the Facilities that form part of bus routes extending beyond the Scheme Area, operators are required to meet the Standard of Services on that part of those bus routes within the Scheme Area only.

5 FACILITIES

5.1 The Authorities will make the Facilities available to Participating Operators from the dates in Schedule 3 until the Scheme ceases to have effect.

5.2 As part of the obligation in Clause 5.1, the Authorities shall secure that any Traffic Regulation Order and/or other contractual or other arrangement necessary to deliver the Facilities be made and maintained whilst the Scheme has effect.

5.3 The Authorities confirm that they have secured arrangements for the effective enforcement of the Traffic Regulation Orders required to deliver the Facilities and for the enforcement of other Traffic Regulation Orders in the Scheme Area while the Scheme has effect. This includes where applicable any contracts or service level agreements with relevant third parties.

5.4 Clauses 5.1, 5.2 and 5.3 do not apply in relation to any period during which the Authorities are temporarily unable to fulfil their obligations due to circumstances beyond their control. Notwithstanding this, the Authorities will use all reasonable endeavours to minimise the impact of any disruption to Local Services.

5.5 In respect of Clause 5.4, “temporarily” means “for a period not exceeding fourteen days” and “circumstances beyond their control” include emergency road works, severe weather, flood, industrial action and emergency incidents.

5.6 Standards for the implementation, modification and maintenance of the Facilities are set out in Schedule 3.

5.7 The premises of Bristol Bus Station do not form part of the Scheme Area and operators wishing to use those premises for Local Services must make their own arrangements to do so, including payment of any departure charges.

6 CONDITIONS OF USE

6.1 A bus operator may not use any of the Facilities in connection with the provision of a Local Service unless

- (a) he is a Participating Operator; and
- (b) the local bus service is a Local Service which is provided to the Standard of Services when using the Facilities except for any period during which the operator is temporarily unable to do so owing to circumstances beyond his control (provided that the Lead Authority is notified in writing of the reason and anticipated duration of this breach as soon as is reasonably possible after the anticipated breach becomes apparent).

6.2 In respect of Clause 6.1 (b), “temporarily” means “for a period not exceeding fourteen days” and “circumstances beyond his control” include emergency road works, severe weather, flood, industrial action and emergency incidents.

6.3 A registered local bus service other than a Local Service may not use the Facilities.

6.4 Any bus operator who uses the Facilities in connection with the provision of a local bus service but fails to comply with Clause 6.1 may be subject to action by the Traffic Commissioner in accordance with s26 of the Transport Act 1985 and s155 of the 2000 Act.

7 MONITORING AND REVIEW

7.1 The Authorities and Participating Operators will hold regular meetings to monitor the operation of the Scheme and the Voluntary Partnership Agreements associated with it.

7.2 Targets for improvements to bus journey times, punctuality, reliability and passenger satisfaction will be set in a Voluntary Partnership Agreement between the Authorities and Participating Operators at the start of the Scheme by reference to the targets in the JLTP and the standards set by the Traffic Commissioner. The Authorities and Participating Operators will work together to collect data and monitor progress towards the targets and the responsibilities of the parties will be set out in the Voluntary Partnership Agreement.

7.3 In the event that the Authorities are unable to obtain bus journey time and reliability information from the RTI system to be implemented as part of the Scheme, Participating Operators will use all reasonable endeavours to provide such information fourteen days prior to any review meeting but no later than seven days prior.

7.4 A review of the requirements as to frequencies and timings may be initiated by the Lead Authority either at its own discretion or by request of three or more Participating

Operators whose services are affected by a particular set of requirements (or 50% of such operators, if fewer) and will be undertaken in accordance with the process set out in Schedule 6.

7.5 The Authorities retain the right to monitor compliance with the Standard of Services in respect of any Local Service that uses the Facilities and Participating Operators will allow the Authorities reasonable access to any Local Service upon prior request and provide them with any reasonable assistance it may require for this purpose including the provision of relevant information.

7.6 If it becomes necessary during the lifetime of the Scheme to postpone or cancel the provision of any of the Facilities to the extent that the basis on which a Participating Operator was meeting the Standard of Services was undermined thereby, the Lead Authority will open discussions with that Participating Operator with a view to revising the Standard of Services to a proportionate degree.

7.7 In the event of a structural fall in demand on Local Services using the Facilities to the extent that a Participating Operator considers that the Standard of Services can no longer be met, that Participating Operator and the Lead Authority shall review the matter and use all reasonable endeavours to find a mutually acceptable way forward that seeks to maintain as much of the Standard of Services as possible.

7.8 A formal process of review of the Scheme will be set up by the Lead Authority no later than twelve months before the end of the Scheme.

7.9 The maximum fares requirement period shall be 12 months.

8 DISPUTE RESOLUTION

8.1 In the event of the failure of the Authorities or a Participating Operator to meet any of the requirements of the Scheme, the parties shall attempt in good faith to resolve the matter at the earliest opportunity through communication at a senior level of management before any formal action is taken.

SIGNED on behalf of Bath & North East Somerset Council by

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Name

Title

SIGNED on behalf of Bristol City Council by

.....

Name

Title

Plan, Schedules and Annex

Plan

- 1 The Scheme Area

Schedules

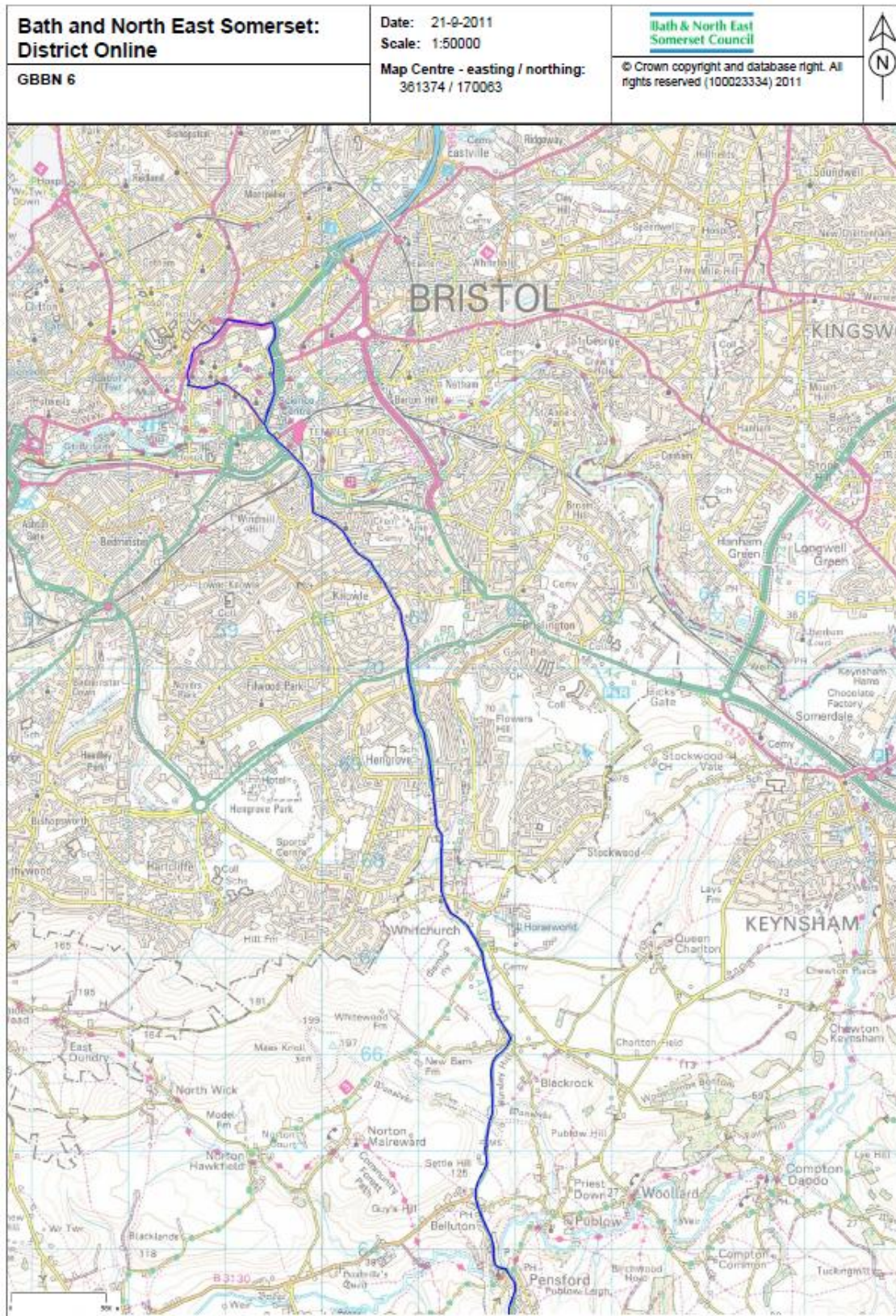
- 1 Standard of Services
 - A Frequencies and timings
 - B Fares
 - C General
- 2 Excluded Services
- 3 The Facilities
- 4 Undertaking in accordance with s118 (4) of the Transport Act 2000
- 5 Baseline patronage, journey time, punctuality and passenger satisfaction information
- 6 Process for review of requirements in Schedule 1 (A & B)

Annex

- 1 Code of Conduct on Bus Service Stability for the West of England Partnership Area

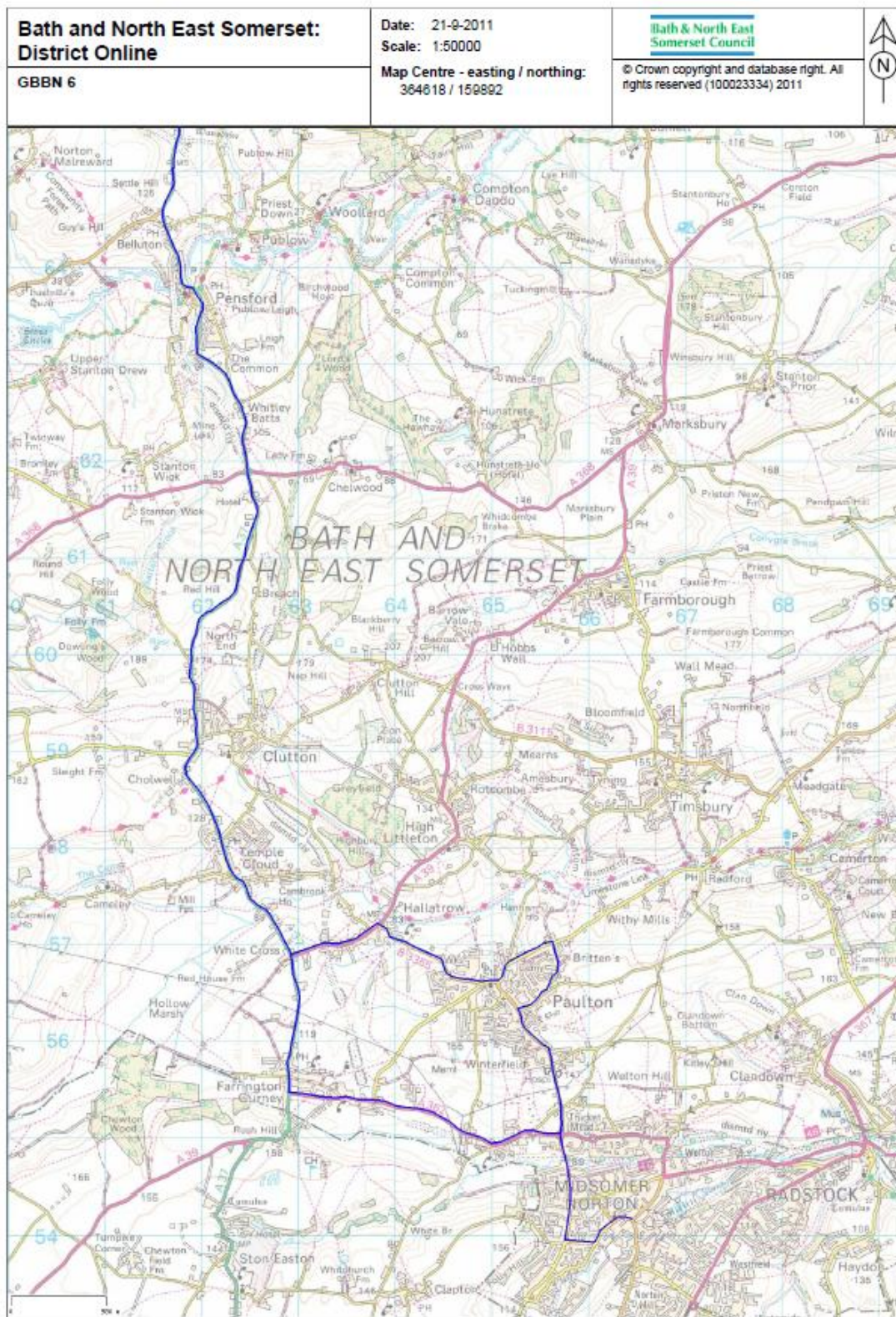
PLAN 1

The Scheme Area – Part 1



PLAN 1

The Scheme Area – Part 2



SCHEDULE 1

Standard of Services

A - Frequencies and timings

1 In respect of Local Services operating in the Scheme Area, each Participating Operator (or a combination of Participating Operators) must provide a minimum level of service to all recognised bus stops (except as specified below) in the parts of the Scheme Area and at the times of day shown in Table 1. On Mondays to Fridays (excluding Bank Holidays) between Boxing Day and New Years Day, the requirements for Saturdays shall apply. On Christmas Day and Boxing Day, there shall be no requirement to provide a service.

Table 1 – Minimum frequency to be operated in parts of the Scheme Area (buses per hour)

	Mondays to Fridays (not Bank Holidays) until 1800		Saturdays 0830 to 1800	Daily 1800 to 2200	Sundays 0900 to 1800
	0730 to 0900 and 1600 to 1800	0900 to 1600			
Bristol City Centre to Farrington Gurney	2	2	2	-	1
Bristol City Centre to Wells Road / West Town Lane (additional to above)	4	4	4	1	2
Bristol City Centre to Broad Walk Shops (additional to above)	4	4	4	1	1
Bristol City Centre to Midsomer Norton via Paulton (additional to above)	*	-	-	-	-

* - One morning peak journey towards Bristol and one afternoon peak journey from Bristol

2 Individual departures must be timed to give a regular interval as far as possible.

3 The Authorities and Participating Operators will enter into and implement a Voluntary Partnership Agreement to co-ordinate their Local Services so as to establish and maintain a regular interval between services as far as possible. The Authorities' aim is to secure the following additional service at or as soon as possible after the Commencement Date:

- An hourly service between Bristol and Midsomer Norton via Paulton on Mondays to Fridays (not Bank Holidays) between 0730 and 1800 and on Saturdays between 0830 and 1800.

B - Fares

1 The maximum adult single fares that may be charged on Local Services at the Commencement Date are set out in Table 2. Participating Operators may charge fares at a lower level than the maximum at any time that the Scheme has effect, subject to the provision of notice as required in Paragraph 5.

Table 2 – Adult single fares (pence)

MIDSOMER NORTON, Town Hall (170)												
170	Winterfield Inn or Midsomer Norton, Tesco (170)											
220	170	Paulton (all stops Ham Lane – Old Printing Works Entrance inclusive) or Miners Arms (170)										
290	290	220	Hallatrow or Farrington Gurney (170)									
310	290	290	290	Temple Cloud (170)								
330	310	330	290	170	Chelwood Bridge (170)							
390	390	390	390	310	310	Pensford (170)						
440	440	440	440	330	330	290	Sleep Lane/Pensford Hill (Top) (170)					
500	500	500	500	390	390	310	290	Whitchurch, Maes Knoll (170)				
500	500	500	500	390	390	310	290	170	New Fosseway Road (170)			
500	500	500	500	390	390	310	290	230	170	Knowle, Red Lion (170)		
595	500	500	500	440	440	390	330	280	230	170	Bushy Park (170)	
600	600	600	500	500	500	390	390	280	280	230	170	Temple Gate (170)
600	600	600	500	500	500	390	390	320	280	280	230	170 BRISTOL, Cent. Area (170)

Note: Fares in bracket are the adult single fares for travel within the zone.

2 The maximum adult return, child single, child return and 7-day ticket fares that may be charged on Local Services using the Facilities will be calculated using Table 3. Participating Operators may charge fares at a lower level than the maximum at any time that the Scheme has effect, subject to the provision of notice as required in Paragraph 5.

Table 3 – Maximum return, child fare and 7-day ticket conversion table (pence)

Adult				Child			
Single	Return		7-day unlimited travel	Single	Return		7-day unlimited travel
	Off-peak	Peak			Off-peak	Peak	
170	260	280	1530	130	190	210	1170
220	340	380	1980	170	260	280	1530
230	320	390	2070	170	210	280	1530
280	410	410	2520	200	280	310	1800
290	450	500	2610	210	340	380	1890
310	490	540	2790	230	370	410	2070
320	410	410	2880	220	310	310	1980
330	510	570	2970	250	390	440	2250
390	610	660	3510	300	460	520	2500
440	710	760	3600	330	530	570	2500
500	710	760	3600	360	550	570	2500
600	710	760	3600	450	550	570	2500

Note: In Table 2, "Peak" means between 0400 and 0900 on Mondays to Fridays (not Bank Holidays)

3 Return and 7-day tickets will not be valid outside the Scheme Area unless the operator chooses to make them so on services that he operates.

4 Return and 7-day tickets will not be valid on bus services provided by other operators inside or outside the Scheme Area unless an agreement on ticket interavailability has been made between the operators or unless such a requirement is made by a local transport authority as part of a service subsidy agreement.

5 Participating Operators must provide full details of the fares they propose to charge on Local Services at the Commencement Date (if different to those in Tables 2 and 3) to the Authority 21 days before the Commencement Date and all subsequent changes to those fares to the Authority 21 days before they come into effect.

6 Participating Operators must participate in existing voluntary ticket schemes covering the Scheme Area such as PlusBus and Freedom Travelpass. The Authorities will encourage Participating Operators to participate in any voluntary ticket scheme covering the Scheme Area that may be set up in the future, if it would be of benefit to bus users. In the absence of agreement, the Authorities reserve the right to make a statutory ticket scheme using their powers under s135 to s138 of the 2000 Act.

7 The annual adjustment to maximum fares to be introduced on 1 April each year will reflect cost changes in the bus industry during the 12 months up to 31 October of the preceding year using indices from the Monthly Digest of Statistics as set out in Table 4.

Table 4 – Formula for annual adjustment of maximum fares

<u>Expenditure</u>	<u>Weight (%)</u>	<u>Index/Source</u>
Fuel	8	Retail Prices Index Motoring Expenditure Petrol and oil
Depreciation	12	Index Numbers of Producer Prices Gross sector output prices, not seasonally adjusted (selected sub-sections of industry) Motor vehicles, trailers and semi-trailers
Maintenance	15	Retail Prices Index Motoring Expenditure Maintenance of Motor Vehicles:
Other (including wages)	65	Retail Prices Index All items

8 The maximum fares in Tables 2 and 3 will be adjusted upwards or downwards as necessary to achieve the overall percentage adjustment calculated from Table 4. Any adjusted fare values will be in 10p steps.

C - General

Real Time Information (RTI)

1 All Local Services in the Scheme Area must be covered by RTI from the Commencement Date. The Authorities or the West of England Partnership acting on their behalf and Participating Operators will enter into and implement a full legal agreement covering fitment, use, information and data sharing.

2 Participating Operators undertake to use all reasonable endeavours to ensure that RTI equipment is active and functions correctly and to report any defects to the Lead Authority or its nominated supplier within 48 hours. Further, the same operators warrant that in the event of a bus being transferred away from the area, any RTI equipment belonging to the Authorities will be returned to the Authorities in good condition after fair wear and tear as soon as possible thereafter.

Punctuality and reliability

3 Participating Operators undertake to provide punctual and reliable services in accordance with the particulars registered with the Traffic Commissioner and the undertaking they have given under s118(4) of the Transport Act 2000.

4 Participating Operators undertake to use all reasonable endeavours both to transfer passengers from a broken-down bus onto alternative services within 30 minutes of that breakdown and also to give priority to the removal of a broken-down bus within 60 minutes of that breakdown should it be blocking or impeding traffic flow. Participating Operators must keep passengers on broken-down buses informed of the likely duration of the delay.

5 Any bus provided to replace a broken-down bus will not have to meet all the accessibility requirements in Paragraph 7 below but Participating Operators must use all reasonable endeavours to ensure that, as a minimum, it has step-free access to the priority seating area for disabled passengers. In the last resort, Participating Operators may use a vehicle without step-free access as a substitute for a period not exceeding 3 hours and, during that time, must cover reasonable taxi costs for any wheelchair user intending to travel on the bus who is unable to access it.

Network Stability

6 Participating Operators undertake to make changes to routes and timetables of Local Services within the limitations of Schedule 1 (A) in accordance with the Code of Conduct on Bus Service Stability for the West of England Partnership Area as attached in Annex 1. Notwithstanding this, it is recognised that circumstances may arise under which it may be necessary for Participating Operators to seek approval from the Traffic Commissioner to make variations at short notice and in such cases the Authorities and Participating Operators will work together to ensure as much advance notice as possible is given to passengers if such approval be given by the Traffic Commissioner.

Accessibility

7 All buses using the Facilities will conform to the requirements of the Public Service Vehicle Accessibility Regulations 2000 and subsequent amendments, will be equipped with a fully-functioning wheelchair ramp access facility and will have step-free access to the priority seating for disabled passengers.

Emissions

8 All buses using the Facilities will comply with Euro IV emission standards in respect of particulates from the Commencement Date, except that buses meeting Euro III emission standards may operate over the section of the Scheme Area between Bristol City Centre and Broad Walk Shops.

9 Drivers must switch off engines if stationary for more than two minutes at bus stops in the Scheme Area.

Capacity

10 Notwithstanding the minimum service level requirements, Participating Operators will ensure that sufficient capacity is provided on their buses such that no passengers should be left standing at a bus stop on a regular basis because a bus is full, save in cases of exceptional demand caused by service disruption or other events beyond the operators' control. Participating Operators will provide duplicate vehicles as necessary to meet predictable seasonal demand.

Communication and Service Control

11 All drivers of buses using the Facilities will be equipped with a means of communication with the operator's control centre at all times whilst in service in the Scheme Area.

Passenger Security

12 All buses using the Facilities will be capable of having on-board Closed Circuit Television (CCTV) monitoring systems fitted, to give clear views of passenger saloons, entrances and exits and the driver's view of the highway. Any such system fitted to buses using the Facilities must meet the standards in the CCTV Operational Requirements Manual 2009 (published by the Home Office) and must be capable of interfacing with Police and the Authorities' CCTV systems. Participating Operators will use all reasonable endeavours to ensure that any such CCTV equipment is in continuous operation. All buses using the Facilities will be fitted with active CCTV systems except for those operating along the part of the Scheme Area between Bristol City Centre and Broad Walk Shops.

Passenger Information

13 Participating Operators will co-operate with the Authorities in providing information in accordance with the Authorities' Bus Information Strategies.

14 Buses using the Facilities will display internally up-to-date, accurate route, timetable and promotional information appropriate to the route(s) being operated. The scope and content of such information will be agreed with the Lead Authority. Any out-of-date information must be removed as soon as it ceases to be current. Notices including contact numbers for lost property, customer comment and Passenger Focus must also be displayed.

15 Participating Operators undertake to display notices on each saloon of all vehicles using the Facilities announcing forthcoming service and fare changes relevant to the Scheme Area, at least 14 days in advance of the date on which changes will take effect.

16 Participating Operators undertake to inform Traveline and the Lead Authority in advance wherever possible of any known disruptions, substantial delays or cancellations to bus services in the Scheme Area.

17 Participating Operators will pay Traveline call cost invoices promptly and in full provided that they are accurate.

Heating and Ventilation

18 Buses using the Facilities will have functioning in normal working order a climate control system or another type of heating and ventilation system operating to maintain passenger comfort.

Route and Destination Displays

19 Buses using the Facilities must display accurate route and destination indicators at all times. These must comply with the standards set out in Schedule 2, section 8 of the PSV Accessibility Regulations 2000.

20 Temporary destination and number displays must comply with paragraphs 8 (3) (a) and (b) of Schedule 2 of the PSV Accessibility Regulations 2000 and must only be used as substitute for normal destination equipment in the event of emergency.

Lighting and Ancillary Equipment

21 All vehicles using the Facilities must be well lit internally during hours of darkness and poor daylight. All internal equipment such as bell pushes must be fully functioning.

Presentation

22 All vehicles using the Facilities must be kept in a clean and tidy condition externally without damage to panels, windscreen, windows or doors. The exteriors should be complete in finished livery and free of damage, grime and graffiti. Further requirements for dealing with damage to windows are shown at paragraph 23 in this Schedule. Timescales for rectification are shown at paragraph 29 in this Schedule.

23 Any windows with etching on more than 50% of the window should be replaced. Badly scratched or blown double glazed windows which impair visibility should be replaced at the earliest practical opportunity. All windows, windscreens and other glass

or polycarbonate panels must be in a clean condition at the start of service each day. Timescales for rectification are shown at paragraph 29 in this Schedule.

24 All vehicles using the Facilities must be kept in a clean and tidy condition internally, particularly panels, windows, floors, ventilation panels and grilles. The interior should be as free as reasonably practical of litter, debris, damage, contamination, grime, graffiti or unauthorised stickers. All buses must enter service at the start of each day in a clean condition. Timescales for rectification are shown at paragraph 29 in this Schedule.

25 Participating Operators shall use all reasonable endeavours to ensure that any free newspapers made available to passengers on the buses are cleared from seats and floors at regular intervals during the day.

26 Any racist, obscene or abusive graffiti must be removed as soon as reasonably practical and in any case before the bus next enters service on a subsequent day.

27 All seat cushions, backs, bases and materials must be maintained in a clean and tidy condition such that passenger clothing does not become soiled.

28 Participating Operators undertake to inform the Lead Authority of any problems that may affect their ability to maintain vehicles in a clean and tidy condition.

29 The timescales for rectification of reported vehicle defects are:

- Immediately as practical or, if parts need to be ordered, as soon as they become available:
 - CCTV, radio or telephone communication equipment, all internal equipment including lighting, bus stopping signs, destination displays, bells and electronic ticket machines.
- Within 24 hours or 5 working days if parts need to be ordered:
 - Climate control or heating and ventilation systems, leaks from roofs or windows entering the saloon, recurrent minor defects from chassis, engine, gearbox including suspension knocks, snatching brakes or retarders and screeching belts.
- Within 5 working days:
 - Minor body defects including all repairs to glazing specified in paragraph 23 of this Schedule.

Driver Training, Conduct and Appearance

30 Participating Operators undertake to fully brief drivers on the terms and objectives of the Scheme before they operate Local Services using the Facilities and hold a training log that is available for inspection by the Lead Authority.

31 Participating Operators undertake to ensure that drivers drive in a safe and professional manner, are polite and are trained in disability awareness. All drivers driving on Local Services in the Scheme Area will attain or be working towards the Driver Certificate of Professional Competence by 12 months from the Commencement Date. Operators will ensure that drivers receive training updates at least every 3 years and will hold a training log that will be available for inspection by the Lead Authority.

32 Drivers of buses using the Facilities must dock buses correctly at stopping places, parallel and adjacent to raised kerbs wherever practical.

33 Drivers of buses using the Facilities must provide assistance when requested for boarding or alighting by those passengers who are elderly or have disabilities and, if requested to do so, must remain stationary until boarding passengers are seated. Drivers must be aware of elderly or disabled passengers who can remain seated following a bus stop request until the bus has come to a stop. Drivers must assist passengers in wheelchairs by lifting the ramp and if requested offer assistance in accordance with PSV (Conduct of Drivers, Inspectors, Conductors and Passengers) (Amendment) Regulations 2002. Drivers must have regard to their safety and security, and the safety and security of passengers, in following these behaviours.

34 Drivers must not smoke at any time while on board a bus or at any time while on duty in uniform except during designated breaks. Drivers must leave the vehicle if they wish to smoke. Drivers must not use mobile phone handsets or consume food or drink while the vehicle is in motion.

35 Operators of buses using the Facilities will provide their drivers with a uniform and will take all reasonable steps to ensure that this is worn on duty.

Customer Behaviour Code

36 Participating Operators shall use all reasonable endeavours to stop any passengers from smoking on board vehicles and to prevent any passengers who are smoking from boarding.

37 Participating Operators will operate a policy that addresses behaviour that could cause an annoyance to other passengers. This includes the prohibition of passengers from consuming alcohol or hot food on board buses, and a request for passengers using personal electronic equipment and mobile telephones to exercise consideration for others.

Customer Care Policy

38 Participating Operators will operate a Customer Charter Scheme covering Local Services in the Scheme Area to offer compensation equivalent to the cost of the journey on demand to passengers who experience delays above the thresholds set out in paragraph 39 provided that those delays can be reasonably attributed to action or inaction on the part of that operator. The Customer Charter Scheme will be set up when all the quality partnership schemes covering the Greater Bristol Bus Network have been made and it may be administered jointly by the authorities making the quality partnership schemes and Participating Operators or it may comprise individual operators' own schemes.

39 To qualify for compensation, passengers must have been either:

- On a bus on a high frequency service (i.e. where the service interval is ten minutes or less) that has experienced a delay of more than double the scheduled service headway; or
- On a bus on any other service that has departed a registered timing point more than 1 minute early or more than 20 minutes late.

Customer Satisfaction

40 Participating Operators will:

- Undertake attitudinal surveys twice a year to establish passengers' aspirations and reactions to the Scheme; and
- Monitor customer satisfaction levels amongst all passenger groups at least twice per year and seek to improve them.

The survey results will be made available to the Lead Authority at no charge.

Logo

41 Participating Operators' vehicles that use the Facilities shall display the recognised logo for the Scheme as notified by the Lead Authority.

Contracted Services

42 Services secured by the Authorities under a service subsidy agreement that complement the services specified in Schedule 1 (A), such as evening and Sunday services, will comply with the standards in this Schedule with effect from the start date of the next service subsidy agreement after the Commencement Date unless they are designated as Excluded Services.

Ticketing equipment

43 Participating Operators will equip their vehicles operating on Local Services in the Scheme Area with ITSO-compliant ticketing equipment that shall be compatible with the Host Operator Processing System ("HOPS") procured by the West of England Partnership and meet the RTIGT022 specification for interface with RTI. The "smart" element of the ticket machines must be switched on at all times whilst buses are operating on Local Services in the Scheme Area. The Authorities or the West of England Partnership acting on their behalf will enter into and implement a full legal agreement to govern the use of the West of England Partnership HOPS if Participating Operators choose to use that one.

General

44 Participating Operators must comply with the Standard of Services in Schedule 1C from the Commencement Date.

SCHEDULE 2

Excluded Services

1 The registered local bus services listed in Table 5 or any successors thereto that operate in the Scheme Area are Excluded Services:

Table 5 – List of Excluded services

Registered number	Service number(s)	Route	Operator
PH0007208/13	36	Centre - Withywood	First Bristol Ltd
PH1094121/2	67	Stockwood – City Centre	Abus Ltd
PH0000132/22	179	Midsomer Norton - Bath	First Somerset & Avon Ltd
PH1066711/7	511	Stockwood - Bedminster	Flights Hallmark Ltd
PH0005373/12	636	Whitchurch – Keynsham	Somerbus Ltd
PH0005373/4	640	Bishop Sutton - Keynsham	Somerbus Ltd
PH0005662/3	683	Keynsham – Wells	Abus Ltd
PH0006784/3	752	Hinton Blewett – Bath	Bath & North East Somerset Council
PH0005373/3	754	Hinton Blewett - Radstock	Somerbus Ltd
PH0007180/5	768	Bath - Midsomer Norton	SK Young & DH Young
PH5662/11	791, 793	Bath - Weston-s-Mare	Abus Ltd

2 The following categories of public transport services are excluded from the Scheme:

- Bus services that operate for the primary purpose of carrying schoolchildren or students between their home and an academic establishment at the start or finish of the academic day;
- Bus services operating with a frequency of one service per day or less, on any day(s) of the week;
- Bus services that operate in the Scheme Area but which are not registered to operate along a route whereby any of the Facilities would be available to them;
- Community Transport or Dial-a-Ride services which are restricted to use by pre-registered passengers only;
- Scheduled express bus or coach services not eligible for Bus Service Operators Grant;
- Other scheduled coach services operated, marketed and branded as part of the National Express, Megabus or Greyhound coach networks or any successors thereto;
- Any Excursion or Tour service as defined in s137 of the 1985 Act; and
- Bus services that operate over no more than 45% of the route mileage in the Scheme Area.

SCHEDULE 3

The Facilities

1 The Authorities confirm that all the Facilities will be ready for use at the Commencement Date unless marked otherwise and that the Facilities will continue to be available for the duration of the Scheme unless the Scheme be varied or revoked under s120(1) of the 2000 Act.

2 The Authorities confirm that RTI and the infrastructure ancillary to it will be operational on the Commencement Date.

3 The following standards and specifications will apply to upgraded infrastructure wherever reasonably possible and subject *inter alia* to cost and limitations of the site:

Shelters

- The steel work will be 316 Grade Stainless Steel for urban shelters
- The glazing manifestations will be 8mm polycarbonate or 10mm glass for urban shelters and 6mm polycarbonate for rural shelters
- All shelters will include seating provision
- Any exceptions will be assessed by the Authorities
- All shelters with RTI displays will be illuminated
- Electricity connections will not be taken from a street light supply
- All electricity connections exceeding the cost threshold will be referred to the Authority for approval
- The overall size of new shelter installations will be determined by the result of an evaluation carried out by the Authorities
- New shelters will be installed with standard glazed panels
- Potential requirements for solid blocks, privacy screens and polycarbonate panels will be identified by the Authorities
- The Authorities' current approved contractor will install all shelters

Footway Widths

- For shelter installation at the rear of a footway, a minimum width of 1950mm will be required for a quarter end panel shelter, 2150mm for a half end panel and 2750mm for a full end panel
- For shelter installation at the kerb edge of a footway, a minimum width of 2110mm will be required for a quarter end panel shelter, 2600mm for a half end panel and 3200mm for a full end panel
- For a pole installation at the rear of a footway, a minimum width of 1500mm will be required
- For a pole installation at the kerb edge of a footway, a minimum width of 1800mm will be required
- If footway width is not a restricting factor then the location of the shelter will be determined by the direction of the prevailing (winter) wind
- The location, orientation and size of end panels will be determined by the Authorities

Footway

- There will be a section of raised kerb at a height of at least 180mm at all stops to allow level access to vehicles.
- All stops to be wheelchair accessible with a 2m x 2m-boarding/alighting zone to be kept clear of street furniture & other obstructions
- There will be a minimum area of hardstanding for 5 passengers at every stop

- The recommended ramp gradient on footways on quality corridors is 1:20 and the maximum acceptable gradient is 1:12 provided this is over a short distance

Carriageway

- A 24-hour bus stop clearway will be provided at all stops of a minimum 27 metres or, where appropriate, 30 metres. The procedure to deal with specific locations where this is not achievable will be determined by the Authorities, including the option to relocate the stop
- Contiguous with the above all stops on route will have a Bus Stop Cage marking in yellow on the carriageway
- Optional surfacing up to 0.5m wide to further reinforce the bus box may be provided
- Full depth lay-bys will not be provided at bus stops in the Scheme Area unless they are there already

Service Information

- Static bus service information (timetables) will be provided at all significant stops along routes and will be updated to reflect service changes at the agreed service change dates by the party separately identified as responsible.
- All stops will be visited periodically for general cleaning, maintenance and to ensure the information is provided and visible.

Local Information

- Where space permits, local area maps and local information will be displayed at bus stops in the Scheme Area.

Interchange Points

- Where the stop is an interchange point with other bus services or modes, information will be available in the immediate area and signage will be provided to assist interchange.

- 4 The bus stop improvements that form part of the Facilities are listed in Table 6. These will be available from the Commencement Date.

Table 6 - Improvements to bus stops in the Scheme Area

Stop Nr	Naptan Code	Stop Name	Location	Facilities
2	0100BRA10064	Bellevue Road	Wells Road, Southbound	C, D, F, S, K, L, R
4	0100BRA10337	Highgrove Street	Wells Road, Southbound	C, D, F, S, K, R
6	0100BRA16946	Brecknock Road	Wells Road, Southbound	C, D, F, S, K, R
8	0100BRA10339	Beaconsfield Road	Wells Road, Southbound	B, C, D, F, K
11	0100BRA10340	Greenmore Road	Wells Road, Southbound	C, D, F, S, K, R
12	0100BRA10340	Greenleaze	Wells Road, Southbound	B, C, D, F, K
13	0100BRA10173	Wootton Park	Wells Road, Southbound	C, D, F, S, K, R
14	0100BRA10342	Clive Road	Wells Road, Southbound	C, D, F, S, K, R
15	0100BRA10343	Counterslip Baptist Church	Wells Road, Southbound	C, D, F, S, K, R
16	0100BRA10344	Whitecross Avenue	Wells Road, Southbound	B, C, D, F, K
17	0100BAC30946	Gilda Parade	Wells Road, Southbound	B, C, D, F, K
18	0100BRA10352	Gilda Parade	Wells Road, Northbound	C, D, F, S, K, R
19	0100BRA10353	Whitecross Avenue	Wells Road, Northbound	C, D, F, S, K, R
20	0100BRA10062	New Fosseway Road	Wells Road, Northbound	C, D, F, S, K, R
21	0100BRA10364	Clive Road	Wells Road, Northbound	C, D, F, S, K, R
22	0100BRA10174	Wootton Park	Wells Road, Northbound	C, D, F, S, K, R
23	0100BRA10171	Greenleaze	Wells Road, Northbound	C, D, F, S, K, R
24	0100BRA10355	Greenmore Road	Wells Road, Northbound	C, D, F, S, K, R
25	0100BRA10356	Beaconsfield Road	Wells Road, Northbound	C, D, F, S, K, R
26	0100BRA10357	Brecknock Road	Wells Road, Northbound	C, D, F, S, K, R
27	0100BRA10358	Highgrove Street	Wells Road, Northbound	C, D, F, S, K, R
28	0100BRA10359	Bellevue Road	Wells Road, Northbound	C, D, F, S, K, L, R
1	0180BAC30748	Saltwell Avenue	Whitchurch A37 op Saltwell Ave, Northbound	F, D, S, R
2	0180BAC30749	Saltwell Avenue	Whitchurch A37 nr Saltwell Ave, Southbound	F
3	0180BAC30747	Maes Knoll	Whitchurch A37 nr op Red Lion, Northbound	D, F, R, S
4	0180BAC30752	Maes Knoll	Whitchurch A37 os Red Lion, Southbound	D, F, K, R, S
5	0180BAC30945	Sleep Lane	Whitchurch A37 op Sleep Lane, Northbound	C, D, F, K, S
6	0180BAC30948	Sleep Lane	Whitchurch A37 near Sleep Lane, Southbound	F, K
7	0180BAC30950	Daihatsu Garage,	A37 op Daihatsu Garage, Northbound	C, F, K
8	0180BAC30949	Daihatsu Garage,	A37 nr Daihatsu Garage, Southbound	C, F, K
9	0180BAC30943	Gibbet Lane	A37 Gibbet Lane, Northbound	C, D, F, K, S
10	0180BAC30944	Gibbet Lane	A37 op Gibbet Lane, Southbound	C, F, K
11	0180BAC30942	Belluton Lane	Pensford northbound nr junction of B3130, Northbound	F
12	0180BAC30941	Belluton Lane	Pensford op B3130 junction, Southbound	C, F, K
13	0180BAC30940	Pensford Bridge	Pensford, Church St, Northbound	D, F, K, R, S
14	0180BAC30939	Pensford Bridge	Pensford, nr High St junction, Southbound	C, D, F, K, R, S
15	0180BAC30953	Hillcrest	Pensford, op Hillcrest, Northbound	C, D, F, K, S
16	0180BAC30952	Hillcrest	Pensford, nr Hillcrest, Southbound	C, F
17	0180BAC30938	Whitley Batts	Pensford House, Northbound	F, K
18	0180BAC30937	Whitley Batts	Whitley Batt, Southbound	F, RS
19	0180BAC30935	Chelwood House	Chelwood Roundabout Stone Shelter, to Northbound	C, D, F, S
20	0180BAC30936	Chelwood House	Chelwood op stone shelter, Southbound	F
21	0180BAC30933	Featherbed Lane	Clutton junction of Featherbed Lane, Northbound	F
22	0180BAC30934	Featherbed Lane	Clutton op Featherbed Lane, Southbound	F
23	0180BAC30931	Rogers Close	Clutton next to Warwick Arms, Northbound	C, D, F, K, S
24	0180BAC30932	Rogers Close	Clutton op to Warwick Arms, Southbound	F
25	0180BAC30928	Station Road	Clutton op Station Rd, Northbound	C, D, F, R, S
26	0180BAC30930	Station Road	Clutton corner of Station Rd, Southbound	B, D, F, RB
27	0180BAC30927	Cholwell	Cholwell between TC/CLUTTON, Northbound	C, D, F, K, RS
28	0180BAC30926	Cholwell	Cholwell between TC/CLUTTON, Southbound	C, D, F, K, S
29	0180BAC30925	Paulwood Road	Temple Cloud nr Texaco, Northbound	D, F, R, S
30	0180BAC30924	Paulwood Road	Temple Cloud op Texaco Garage, Southbound	C, D, F, K, S
31	0180BAC30922	Cameley Surgery	Temple Cloud nr Cameley Lodge, Northbound	B, D, F, RB
32	0180BAC30923	Cameley Surgery	Temple Cloud op Cameley Lodge, Southbound	B, D, F, RB
33	0180BAC30921	Temple Bridge Farm	Temple Bridge op Temple Bridge Farm, Northbound	C, F, K
34	0180BAC30920	Temple Bridge Farm	Temple Bridge at Temple Bridge Farm, Southbound	C, D, F, K, S
35	0180BAC30918	White Cross	White Cross op 39, Northbound	C, F, K
36	0180BAC30919	White Cross	White Cross nr 39, Southbound	D, F, K, S
37	0180BAC30917	Ham Lane	Farrington Gurney o/s Murco Garage, Northbound	D, F, R, S
38	0180BAC30916	Main Street	Farrington Gurney op Murco Garage, Southbound	D, F, R, S
1	0180BAC30979	Claremont Gardens	Hallatrow, Hallatrow Road at Claremont Gardens, Westbound	C, B, D, F, K
2	0180BAC30977	Claremont Gardens	Hallatrow, Hallatrow Road opp Claremont Gardens, Eastbound	C, D, F, K, P, S
3	0180BAC30976	Farrington Road	Paulton, Hallatrow Road o/s Dentist, Westbound	C, D, F, K, RB
4	0180BAC30975	Farrington Road	Paulton, Hallatrow Road opp Dentist, Eastbound	C, D, F, R, S
5	0180BAC30972	Millward Terrace	Paulton, High Street opp Millward Terrace, Northbound	C, D, F, K, S
6	0180BAC30973	Millward Terrace	Paulton, High Street o/s Millward Terrace, Southbound	C, B, D, F, K
7	0180BAC30970	Brookside	Paulton, Bath Road at Brookside to Bristol	C, D, F, K, P, S
8	0180BAC30971	Brookside	Paulton, Bath Road opp Brookside, Eastbound	C, B, D, F, K
9	0180BAC30968	Gregorys Tynning	Paulton, Brittons Hill at Gregorys Tynning, Northbound	C, D, F, K, S
10	0180BAC30969	Gregorys Tynning	Paulton, Brittons Hill opp Gregorys Tynning, Southbound	C, B, D, F, K
11	0180BAC30966	Wallenge Drive	Paulton, Brittons Hill opp Wallenge Drive, Southbound	C, B, D, F, K
12	0180BAC30967	Wallenge Drive	Paulton, Brittons Hill at Wallenge Drive, Northbound	C, B, D, F, K
13	0180BAC30965	Central Garage	Paulton, Ham Lane o/s Central Gargage, Westbound	C, D, F, R, S
14	0180BAC30964	Central Garage	Paulton, Ham Lane opp Central Garage, Eastbound	C, D, F, K, R, S
15	0180BAC30961	Alexandra Park	Paulton, High Street at Alexandra Park, Southbound	C, D, F, K, R, S
16	0180BAC30963	Alexandra Park	Paulton, High Street at Ham Lane, Northbound	C, B, D, F, K
17	0180BAC30960	Winterfield Close	Paulton, Winterfield Road at Winterfield Close, Northbound	C, B, D, F, K
18	0180BAC30959	Alpine Road	Paulton, Salisbury Road at Alpine Road, Southbound	C, B, D, F, K
19	0180BAC30957	Paulton Hospital	Paulton, Phillis Hill o/s Hospital, Southbound	B, D, F, K, RB
20	0180BAC30958	Paulton Hospital	Paulton, Phillis Hill opp Hospital, Northbound	B, D, F, K, RB
21	0180BAC30956	Phillis Hill	MSN, Phillis Hill, Northbound	C, B, D, F, K
22	0180BAC30955	Phillis Hill	MSN, Phillis Hill, Southbound	C, B, D, F, K

KEY

B - Bus stop pole	K - Raised kerb
C - Bus stop clearway	L - Lay-by
D - Information display	P - Path
F - Bus stop flag	R - RTI display
H - Hardstanding	RB - RTI display within flag
S - Shelter	RS - Reused Shelters
DC - Dropped Crossing	

5 The Traffic Regulation Orders that form part of the Facilities are listed in Table 7. These will be in place by the Commencement Date, except where indicated otherwise.

Table 7 - Traffic Regulation Orders							
Task Order	TRO Number	Notice of Intent	Bus priority measures	Direction	Length	Hours of operation	Date of Implementation
n/a	TBC	TBC	St Martins Road to Broad Walk junction	Inbound	210m	24 hours	Commencement date
n/a	TBC	TBC	Beaconsfield Road to Greenmore Road	Outbound	300m	Mon - Fri 4pm to 6.30pm	Commencement date
n/a	TBC	TBC	Calcott to St Johns Lane	Inbound	600m	Mon - Fri 7am to 10am	Commencement date
n/a	TBC	TBC	St Johns Lane to Bath Bridge	Inbound	550m	24 hours	Commencement date

6 The traffic signal junction priorities that form part of the Facilities are listed in Table 8 and other improvements are listed in Table 9, if applicable. These will be available from the Commencement Date, except where indicated otherwise.

Table 8 - Traffic signal priorities		
Junction	Place	Type of installation
Wells Road / Ridgeway Lane	Bristol	Selective vehicle detection
Wells Road / New Fosseway Road	Bristol	Selective vehicle detection
Wells Road / West Town Lane / Hengrove Lane	Bristol	Selective vehicle detection
Wells Road / Airport Road / Callington Road	Bristol	Selective vehicle detection
Wells Road / Broad Walk / Priory Road	Bristol	Selective vehicle detection
Wells Road/St Johns Lane	Bristol	Selective vehicle detection

Table 9 - Other improvements
None

7 The Authorities shall make any necessary modifications to the Facilities as soon as reasonably practicable and use all reasonable endeavours to complete them by a date to be agreed in writing. Furthermore, the Authorities shall use all reasonable endeavours to ensure that the timing for carrying out modifications to the Facilities follows the programme determined by mutual agreement between the Authorities and Participating Operators.

8 The Authorities will implement the Facilities or any modifications to the Facilities in such a manner so as to minimise the impact on Local Services in the Scheme Area. The Authorities will provide information on the Facilities, in particular but not only construction activities, including estimated traffic delays broken down by time period or where such estimates are not practical confirmation that such estimates will not be provided (particularly but not only in respect of road closures or significant width restriction). The Authorities shall provide such information to all bus operators affected by works carried out by or on behalf of the Authorities with at least 8 weeks prior written notice. The Authorities shall provide public relations and publicity support in advance of and during any modifications to the Facilities and any other works which might impair the provision of bus services in the Scheme Area, to explain to the public the reason for the works, forecast duration and the long term benefits of the Scheme.

9 The Authorities, following completion of the Facilities or any modifications thereto, shall notify Participating Operators as soon as possible thereafter of any event or circumstance of which they are aware which will or might adversely affect the delivery of the expected benefits.

10 The Authorities shall use all reasonable endeavours to ensure the repair, upkeep, maintenance and management of the Facilities to the standard specifications of

maintenance and management set out in the Maintenance and Management Programme below.

11 The Authorities shall use all reasonable endeavours to promote and enforce, both directly and indirectly, the Traffic Regulation Orders made as part of the Scheme as specified above.

12 The Authorities shall use all reasonable endeavours to provide their highest standards of maintenance of the Facilities including but not limited to the following:

- (a) Signs, lines and lane colouring of the Facilities will be inspected bi-annually by the Authorities and replaced or repaired if they show signs of deterioration by the Authorities at their cost and expense. In the case of lines and lane colouring, the Authorities shall, at their cost and expense, renew these within seven years of the date of their installation if they show signs of significant deterioration but in any event, within seven years of the date of their installation;
- (b) the Authorities will notify Participating Operators of all programmed maintenance works prior to undertaking them;
- (c) the Authorities shall use all reasonable endeavours to ensure that Participating Operators are allowed access to the Facilities and ensure that all maintenance work takes place outside peak hours wherever possible, notwithstanding the provisions of Clause 5.4 of the Scheme;
- (e) in instances where Participating Operators cannot be provided with access to any part of the Facilities for the duration of any maintenance work or such works take longer than expected to complete, the Authorities shall develop jointly with the Participating Operators work programmes to minimise bus service disruption and shall provide the Participating Operators with estimates of the time delays caused by such works to their services.
- (f) Detailed standards are as specified below:
 - (i) Street Lighting: Rectification of faulty lamp within five days of notification on average;
 - (ii) Drainage: On average between one and four inspections/gulley cleans per year; also in response to notification;
 - (iii) Illuminated signs: Average outage between 2% and 10%;
 - (iv) Footways: Safety inspections undertaken between monthly and 6 monthly. The Authorities will use all reasonable endeavours to repair defects greater than 20mm within 24 hours of notification by the public;
 - (v) Overhanging trees on bus lanes: to be dealt with as a priority;
 - (vi) Street and footway sweeping: frequency to vary according to requirements of specific location;
 - (vii) Verge cutting: minimum of twelve times per year in urban locations and minimum of twice per year in rural locations;
 - (viii) Winter maintenance: Scheme Area to be given highest level of priority for salting; and
 - (ix) Statutory Undertakers' Activity: Scheme Area to be classified as "traffic sensitive."
- (g) The Authorities shall use all reasonable endeavours to ensure that all bus shelters provided as part of the Facilities are cleaned at least every 3 months unless marked with racist, obscene or abusive graffiti in which case the Authorities shall use all reasonable endeavours to ensure that cleaning is carried out within 24 hours of such graffiti being reported.

- (h) The Authorities shall use all reasonable endeavours to ensure that damage to shelters is repaired within 7 days of notification, subject to parts being available from the manufacturer, including glazing damage. Any dangerous defect shall be made safe within 24 hours if reported during normal working hours.
- (i) Faults on traffic signals provided as part of the Facilities shall be attended as follows:-
- (i) all Urgent Faults are attended within two hours and repaired as soon as possible thereafter
 - (ii) all Non-Urgent Faults are attended within twenty-four hours and repaired as soon as possible thereafter
 - (iii) The Authorities shall ensure that, in relation to all faults, confirmation of fault clearance is sent to Participating Operators by e-mail or fax within the following time periods:
 - (iv) For the purpose of this paragraph, "Urgent Fault" means any of the following faults occurring on a traffic signal:
 - all lamps out;
 - multiple lamp failure;
 - any road traffic accident or damage to equipment on site where the equipment is rendered unsafe or inoperative;
 - sticking amber, red/amber etc;
 - signals failing to change;
 - signals ignoring demands and running to minimum on any stage/phase;
 - short minimum green; and
 - short inter-green.
- (j) For twenty-four hours a day, seven days a week, the Authorities will provide a two hour response on site for traffic signal emergencies and make safe or repair as soon as possible thereafter. In any event the Authorities shall ensure that all dangerous defects affecting the Facilities are made safe within twenty-four hours of being reported to the Authorities.

13 Notwithstanding the maintenance obligations in paragraph 6 of this Schedule, the Authorities shall ensure that any defects in the Facilities are given a high priority for repair.

14 The Authorities shall use the powers available to them (and any extension of those powers subsequently obtained) in respect of enforcement of parking and traffic regulations made as part of the Facilities

15 Waiting and loading restrictions provided as part of the Facilities will be enforced daily.

16 The Authorities will use all reasonable endeavours to ensure that enforcement patrols will be targeted to coincide with peak periods, with additional targeted enforcement of known problem areas.

17 The Authorities will continue such levels of enforcement throughout the period of this Scheme.

18 The Authorities will use the powers available to them under Part 6 of the Traffic Management Act 2004 to ensure that the scope of enforcement of the Facilities is as comprehensive as possible. The scope of this will include all offences described in the Traffic Management Act 2004, including moving traffic offences within bus lanes, for

which both fixed-position and on-board vehicle cameras may be used, other moving traffic offences such as banned turns at junctions, and parking and waiting restrictions.

19 The Authorities shall be responsible for procuring the design, construction, completion, testing and commissioning of the Facilities or any modifications thereto.

20 The Authorities shall comply with all legal requirements in connection with the procurement of the Facilities or any modifications thereto.

21 The Authorities will act as employer under any contract.

22 The Authorities shall have all powers necessary or required for the implementation or modification of the facilities and shall exercise all rights in terms of and to enforce any necessary contract.

23 The Authorities shall be responsible for ensuring that all consents, licences, approvals, permissions or authorisations of any government department, authority or agency that are necessary for the implementation or modification of the facilities have been obtained or will be obtained prior to any material expenditure on the relevant part of the implementation or modification to the Facilities being incurred and have not been withdrawn.

24 The Authorities shall provide Participating Operators with a written monthly report update as to the progress of implementation or modification of the Facilities and the timescales for completion of such works and the estimated timescale for completion of such works that have yet to commence.

25 The Authorities shall notify Participating Operators in writing as soon as practicable thereafter, in the event of any material alteration to the implementation or modification to the Facilities (including, but not limited to, any change in the quality and level of the specification of the facilities) or any event which might adversely affect the Authorities' ability to carry out the required works in accordance with any timescales notified to Participating Operators pursuant to the paragraphs above.

26 The Authorities shall provide Participating Operators with such information in connection with the Facilities or modifications or variations thereto as the Participating Operators shall request from time to time.

SCHEDULE 4

Form of Undertaking in accordance with s118 (4) of the Transport Act 2000

Name (in BLOCK CAPITALS) in which licence is held

Licence number

Quality Partnership Scheme Name / Reference

Relevant Authorities

Should you wish to use the facilities provided under the above Quality Partnership Scheme and the service you wish to operate is not excluded from the scheme, you must undertake to provide the service to the standard specified in the Scheme. You may not use the facilities unless you give this undertaking.

In accordance with Section 118 of the Transport Act 2000, as amended, I hereby undertake to provide all local services to the standard specified in the Quality Partnership Scheme referred to above when using the facilities provided under that Scheme.

I understand that failing to provide local services to the standard specified in the Scheme whilst using the facilities provided in the Scheme could lead to the consideration of regulatory action by the Traffic Commissioner.

Signed.....

Name (BLOCK CAPITALS)

Position in business.....

Date.....

Daytime telephone number on which you can be contacted.....

Once signed, forward to Deborah Kavanagh at the Office of the Traffic Commissioner at Hillcrest House, 386 Harehills Lane, Leeds LS9 6NF.

SCHEDULE 5

Baseline patronage, journey time punctuality and passenger satisfaction information

1 The figures in Tables 10A and 10B are the total passenger boardings on all local bus services in Bristol and Bath & North East Somerset, as reported to the Department for Transport for National Indicator 177.

Table 10A – Total bus passenger boardings in Bristol

2005/6	2006/7	2007/8	2008/9	2009/10	2010/11
25,859,000	27,772,000	27,101,000	27,450,653	27,907,592	28,011,244

Table 10B – Total bus passenger boardings in Bath & North East Somerset

2005/6	2006/7	2007/8	2008/9	2009/10	2010/11
10,303,228	11,716,603	11,562,743	11,753,204	11,279,704	11,897,518

Passenger boarding data on individual services in the Scheme Area is commercially confidential. The Authorities anticipate that Participating Operators will be willing to share such data with the Authorities under the terms of a data sharing agreement and that they will work with the Authorities through Voluntary Partnership Agreements to increase passenger boardings.

2 The figures in Table 11 are the normal scheduled journey times on Local Services as at June 2011. Participating Operators are responsible for operating their services punctually and must form their own views on the appropriate running times for their services. The Authorities anticipate that Participating Operators will work with each Authority through a Punctuality Improvement Partnership to reduce scheduled journey times where possible.

Table 11 – Baseline journey time data

GBBN Corridor 6 –baseline journey time data – September 2011							
	Bristol (Bus Station) to Farrington Gurney via Old Market	Bristol (City Centre) to Broad Walk Shops	Bristol (Bus Station) to Whitchurch (Maes Knoll) via Old Market		Farrington Gurney to Bristol (Bus Station) via Old Market	Broad Walk Shops to Bristol (City Centre)	Whitchurch (Maes Knoll) to Bristol (Bus Station) via Old Market
Mondays to Fridays (not Bank Holidays)							
Before 0700	36	17	20		36	11	20
0700 to 0930	59	21	27		46	19	33
0930 to 1500	42	23	24		42	15	23
1500 to 1900	47	28	33		51	16	28
After 1900	36	17	20		36	11	20
Saturdays							
Before 0700	36	17	20		36	11	20
0700 to 1900	42	23	24		42	16	23
After 1900	36	17	20		36	11	20
Sundays & Bank Holidays							
Until 1900	42	19	24		42	15	23
After 1900	36	17	20		36	11	20

3 The figures in Tables 12A and 12B show the punctuality of all bus services in Bristol and Bath & North East Somerset in May 2011, which forms a composite part of the data reported to the Department for Transport for National Indicator 178. The Authorities anticipate that Participating Operators will co-operate with the Authorities to measure punctuality specifically on Local Services in the Scheme Area and work with each Authority through a Punctuality Improvement Partnership to improve punctuality.

Table 12A – Bus punctuality in Bristol

	May 2011
% of buses starting on time	76.4
% of buses on time at timing points	65.8

Table 12B – Bus punctuality in Bath & North East Somerset

	May 2011
% of buses starting on time	89.33
% of buses on time at timing points	75.55

*Note * - For the purposes of Tables 12A and 12B, "on time" means "no more than 1 minute early and no more than 5 minutes late." Based on surveys carried out in May 2011*

4 The figures in Table 13 show passenger satisfaction with Local Services in the Scheme Area in October 2007. More surveys will be carried out prior to the Commencement Date. The Authorities anticipate that Participating Operators will work with the Authorities through Voluntary Partnership Agreements to improve passenger satisfaction.

Table 13 – Passenger satisfaction with bus services in the Scheme Area in 2007

		Very Satisfied (5)	Satisfied (4)	Adequate (3)	Dissatisfied (2)	Very dissatisfied (1)	Average score
The overall quality of the bus service	2007	20%	26%	22%	20%	12%	3.22
Whether buses arrive on time	2007	14%	32%	16%	23%	15%	3.07
The frequency of the buses	2007	19%	20%	23%	25%	13%	3.07
The value for money of the journey (a)	2007						
The journey time to your destination	2007	20%	26%	21%	22%	11%	3.22
The route the bus takes	2007						
The way the bus is driven	2007						
The comfort and cleanliness of the bus	2007						
How easy buses are to get on and off	2007	46%	17%	7%	5%	25%	3.54
The quality of the bus stops and shelters	2007	16%	25%	26%	21%	12%	3.12
The availability of timetable and route information	2007	10%	20%	29%	21%	20%	2.79

Note: (a) – responses exclude concessionary passholders

Based on 139 responses on bus service 376 in October 2007.

CONSULTATION DRAFT

SCHEDULE 6

Process of review for requirements in Schedule 1 (A and B)

- 1** A review of the requirements in Schedule 1 (A and B) will be carried out by the Lead Authority if:

 - (a) in its opinion there has been a change in market conditions which materially affects the ability of Participating Operators, acting in a competent and efficient manner, to secure an appropriate rate of return from continuing to operate existing Local Services in accordance with the requirements in Schedule 1 (A and/or B) including (but not exclusive to) the registration of a new Local Service in the Scheme Area by an operator who is not a Participating Operator; or
 - (b) the requirements are no longer consistent with its local transport policies.
- 2** A review of the requirements in Schedule 1 (A and B) may be requested by three or more Participating Operators whose services are affected by a particular set of requirements (or 50% of such operators, if fewer).
- 3** The operator(s) making any request for such a review must:

 - (a) specify to which requirement(s) the request relates;
 - (b) submit representations and evidence in support of the request; and
 - (c) propose revised requirements as to frequencies and timings.
- 4** On receipt of a request, the Lead Authority will consider whether or not, in its opinion, there has been a change in market conditions which materially affects the ability of Participating Operators, acting in a competent and efficient manner, to secure an appropriate rate of return from continuing to operate existing services in accordance with the requirements in Schedule 1 (A and B).
- 5** If it is of the opinion that there has not been a material change in market conditions, the Lead Authority will notify the operator(s) who made the request of its opinion within 7 days.
- 6** If it is of the opinion that there has been a material change in market conditions, or if the existing requirements are no longer consistent with its transport policies, the Lead Authority will draft a proposal to amend the requirements and send details in a review notice to all Participating Operators within 28 days, although the Lead Authority will use all reasonable endeavours to send such notice within 7 days.
- 7** Participating Operators will be given at least 28 days but not more than 42 days to consider and respond to any proposal to amend the requirements.
- 8** The Lead Authority will consider the responses and, within 35 days of the end of the consultation period, will send a notice to Participating Operators informing them of its decision, although the Lead Authority will use all reasonable endeavours to send such notice within 7 days.
- 9** If that decision is to amend the requirements in Schedule 1 (A and/or B), such changes will be introduced as soon as possible, consistent with any statutory or voluntary notice period.

10 Participating Operators have a right of appeal to the Traffic Commissioner against any revised requirements in Schedule 1 (A and B) in accordance with the statutory process set out in the Regulations.

CONSULTATION DRAFT

ANNEX 1

Code of Conduct on Bus Service Stability for the West of England Partnership area

1 Introduction

1.1 This document is based on the Code of Conduct produced by the Bus Partnership Forum in 2003. That document was supported by Government, the Traffic Commissioners and the Office of Fair Trading. Proposals in the Department for Transport's document titled *Improving Bus Passenger Services through the Regulatory Framework* that was put out to consultation in March 2010 have been incorporated in this Code of Conduct.

1.2 Consultation on a draft Code of Conduct was carried out in August 2010 with local bus operators, the Traffic Commissioner for the Western Area, Passenger Focus, Travelwatch Southwest and neighbouring transport authorities.

1.3 Bath & North East Somerset Council, Bristol City Council, North Somerset Council and South Gloucestershire Council (known jointly as the West of England Partnership) will adopt this Code of Conduct and will invite all operators of local bus services in the area to adopt it too.

1.4 Notwithstanding its voluntary status, this Code of Conduct will form an annex to all Quality Partnership Schemes made under the Transport Act 2000 in the West of England Partnership area. Compliance will be a requirement in respect of all local bus services operating in the defined Scheme Area of each Quality Partnership Scheme unless they are designated as Excluded Services.

2 Aims and objective

2.1 The aims of this Code of Conduct are:

- to reduce the number of days of the year on which network or timetable changes take place;
- to reduce the number of changes to individual bus services;
- to ensure that councils have sufficient notice of forthcoming commercial service changes so that they can complete the tendering process and issue publicity in sufficient time for the implementation of the service changes;
- to ensure that operators have sufficient notice of tenders and tender awards so that any consequential operational changes to other services can be implemented from the same date that new contracts come into effect;
- to allow operators and councils to reflect important changes in passenger demand, including education and employment needs, and the needs of operational reliability (including the Traffic Commissioner's performance standards);
- to improve the punctuality of all registered local bus services;
- to introduce a minimum period of operation for newly-registered services;
- to support the expansion of real-time information both at on-street displays and through web-based applications.

2.2 The overall objective is to increase customer confidence in bus service provision, thereby contributing to passenger growth and making bus services more sustainable.

3 Start date and scope

3.1 This Code of Conduct will take effect on 1 January 2012. It will apply to local bus services operating within and across the boundaries of the West of England Partnership area.

4 Fixed Change Dates

4.1 Four Fixed Change Dates will be set in each calendar year for changes to local bus services. They will be:

1. The second Sunday in January,
2. The Sunday that falls 1 week before Easter Sunday,
3. The Sunday before the start of School Term 1 unless the following day is the Late Summer Bank Holiday, in which case the previous Sunday shall be used,
4. The Sunday before the start of School Term 2.

4.2 Specific dates for the next few years are shown in section 10, except where they relate to School Term dates that have not been decided yet.

4.3 Timetables may vary during the period between each Fixed Change Date to reflect seasonal changes or the requirements of educational establishments. However, such changes will be determined on one of the Fixed Change Dates for the entire period until the next Fixed Change Date, covering all such changes in that period. Publicity will reflect this arrangement and show appropriate qualifying codes to describe the variations, unless the council or operator responsible for producing publicity material chooses to reprint the publicity to coincide with the introduction of such variations.

4.4 It should be noted that any timetable change will require a reconfiguration of the Real Time Information system and will incur separate costs.

5 Operators' obligations

5.1 Operators will register changes to local bus services to take effect on one of the Fixed Change Dates.

5.2 Operators will give the relevant council(s) at least 3 weeks notice prior to registration of proposed bus route changes that involve broken or revised network links or withdrawals which will leave sections of road uncovered by services (either as a whole or by time of day).

5.3 Operators will give the relevant council(s) at least 2 weeks notice prior to registration of proposed bus timetable changes that involve re-timings, reduced or increased frequencies.

5.4 Operators will advise the relevant council(s) of the degree of confidentiality applicable to each notification and whether or not the relevant council(s) may consult bus users and other stakeholders.

5.5 Operators will not make changes to a newly-registered commercial service for at least 90 days after its start. Any changes will be registered to take effect on a Fixed Change Date. This provision may be relaxed in genuinely exceptional or unforeseen circumstances.

5.6 Operators will give the Traffic Commissioner and the relevant council(s) 56 days notice of variations to local bus services at Bank Holiday times.

5.7 Operators will avoid changing an individual local bus service more than twice in any twelve month period (not including seasonal or education term variations).

6 Councils' obligations

6.1 Councils will make changes to tendered bus services (including start and finish of contracts) on one of the Fixed Change Dates.

6.2 Councils will invite tenders for new contracts at least 15 weeks before the start date, except in the case of emergency contracts.

6.3 Councils will award new contracts at least 11 weeks before the start date, except in the case of emergency contracts.

6.4 Councils will seek to award contracts for a period of at least one year, except in the case of emergency contracts.

6.5 Councils will not make changes to a newly-registered tendered service for at least 90 days after its start. This provision may be relaxed in genuinely exceptional or unforeseen circumstances.

6.6 Councils will treat advance information from operators in accordance with the degree of confidentiality demanded by the operator. Any consultation with bus users or other stakeholders will only be carried out with permission of the operator.

7 Exceptions

7.1 Operators and councils will endeavour to observe the Fixed Change Dates but it is recognised that such action may not be possible if exceptional circumstances arise, such as:

- where an operator needs to make a commercial response to a competitive initiative by another operator;
- where an operator needs to modify a service to take account of changing road traffic conditions of either a temporary nature (e.g. for the duration of road works) or to reflect an indeterminate change (e.g. a worsening of traffic congestion and, hence, traffic speeds);
- where an operator or council needs to address a problem that has arisen which is having an adverse impact on particular customers;

- where an operator needs to modify a service to take account of the unexpected opening or closure of a major educational, retail, employment or health facility in the vicinity of the route.

7.2 Two Optional Change Dates (on the Sunday that falls 8 days before the Spring Bank Holiday and on the second Sunday in December) will be available for changes to bus services that have timetabled connections with specific rail services - if the relevant rail service timetable changes on that date.

8 Co-operation

8.1 Regular liaison should take place between operators and councils to co-ordinate bus service planning.

8.2 As soon as possible after each Fixed Change Date, issues pertinent to the next but one Fixed Change Date should be identified and discussed.

8.3 Punctuality Improvement Partnership processes will be co-ordinated with this Code of Conduct.

8.4 In respect of Fixed Change Date 1, operators and councils should take account of the Christmas & New Year holiday period and allow extra time for registration and advance notification if possible.

8.5 Discussion should take place between operators and the relevant council(s) to identify those bus services whose timetables are co-ordinated with rail services and may, therefore, change on the Optional Change Dates referred to in paragraph 7.2. Changes to such services should be planned at the time of consultation by the train operator on changes to the rail timetable.

9 Failure to comply

9.1 If an operator fails to comply with one of the Fixed Change Dates, the relevant council(s) will decide upon the most appropriate action. Information and publicity will be provided in accordance with the normal practice of the relevant council(s) but a charge may be made to the operator commensurate with the work involved in producing and displaying the information. This will be in addition to any other local charging arrangements.

9.2 If failure to comply is for any of the reasons listed in paragraph 7.1 other than where an operator makes a commercial response to a competitive initiative by another operator, the provisions of paragraph 9.1 shall not apply.

9.3 In respect of any Quality Partnership Schemes that may be made by councils, failure to comply with this Code of Conduct by an operator of a local bus service operating in the defined Scheme Area will be considered a breach of that operator's obligations under the Quality Partnership Scheme.

10 Change Dates 2012 to 2015

Type	Definition	2012	2013	2014	2015
Fixed 1	Second Sunday in January	8 January	13 January	12 January	11 January
Fixed 2	Sunday before Easter Sunday	1 April	24 March	13 April	29 March
Optional 1	National Rail timetable change	20 May	19 May	18 May	16 May
Fixed 3	Sunday before start of Term 1	2 September	1 September	31 August	23 August
Fixed 4	Sunday before start of Term 2	4 November	3 November	2 November	1 November
Optional 2	National Rail timetable change	9 December	8 December	14 December	13 December

Notes

- The optional dates in May and December will be available for bus services that have timetable connections with specific rail services if the relevant rail service changes
- The National Rail timetable changes take place on the Sunday that falls eight days before the Spring Bank Holiday and on the second Sunday in December
- School Term dates are generally published eighteen months before the start of the academic year
- Dates in italics are provisional and will be determined when the School Term dates for the relevant academic year are published
- There will be a minimum of 8 weeks between Fixed Change Dates
- If the Sunday before the start of Term 1 falls on the day before the Late Summer Bank Holiday (as is likely in 2015), then Fixed Date 3 shall be on the preceding Sunday