

APPENDIX 1

Quality Partnership Scheme

Greater Bristol Bus Network

Corridor 10

Date: DD MM YYYY

This Quality Partnership Scheme in respect of Corridor 10 of the Greater Bristol Bus Network (“the Scheme”) is made by Bath and North East Somerset Council (“the Authority”) 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
 - (a) provided by the Authority for the benefit of the registered local bus services participating in the Scheme; and
 - (b) set out in Schedule 3.

“Fares Revision Date” means the Commencement Date of the Scheme or any subsequent date on which changes to the maximum fares come into effect.

“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 Final Joint Local Transport Plan 2006/07 – 2010/11, the Strategies and 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 May 2011 (“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 Authority will provide the Facilities and Participating Operators will provide Local Services to the Standard of Services.

3.3 The Authority is satisfied that the Scheme will contribute to the implementation of its 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 Authority is 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 Authority is 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 Authority 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) replacement of fleet by newer vehicles with better exhaust emission standards
- (g) installation of CCTV on vehicles

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 Authority 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 Authority 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 Authority 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 Bath and Midsomer Norton via Odd Down, Dunkerton, Peasedown St John, Radstock and Westfield as delineated in bold on Plan 1 attached (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 Authority 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 Authority 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 Authority confirms that it has 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 Authority is temporarily unable to fulfil its obligations due to circumstances beyond its control. Notwithstanding this, the Authority 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 its control” include road works, severe weather, flood and emergency incidents.

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

5.7 The premises of Bath 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 bus service unless

- (a) he is a Participating Operator
- (b) the Local Service 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 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 road works, severe weather, flood 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 Authority 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 Authority 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 Authority 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 Participating Operators will provide the Authority with 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 No later than 31 January in each calendar year starting with 31 January 2012, the Authority will carry out a review of the maximum fares in accordance with the formula set out in Schedule 1B and will issue a review notice to Participating Operators, notifying them of any consequent adjustment to maximum fares to take effect on the 1 April following.

7.5 A review of the requirements as to frequencies, timings, maximum fares and the formula for varying maximum fares may be initiated by the 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.

7.6 The Authority retains 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 Authority reasonable access to any Local Service and provide it with any reasonable assistance it may require for this purpose including the provision of relevant information.

7.7 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 Authority will open discussions with that Participating Operator with a view to revising the Standard of Services to a proportionate degree.

7.8 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 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.

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

8 DISPUTE RESOLUTION

8.1 In the event of the failure of the Authority 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 and North East Somerset Council by

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CLLR CHARLES GERRISH
Cabinet Member for Service Delivery

Plan, Schedules and Annex

Plan

- 1 The Scheme Area

Schedules

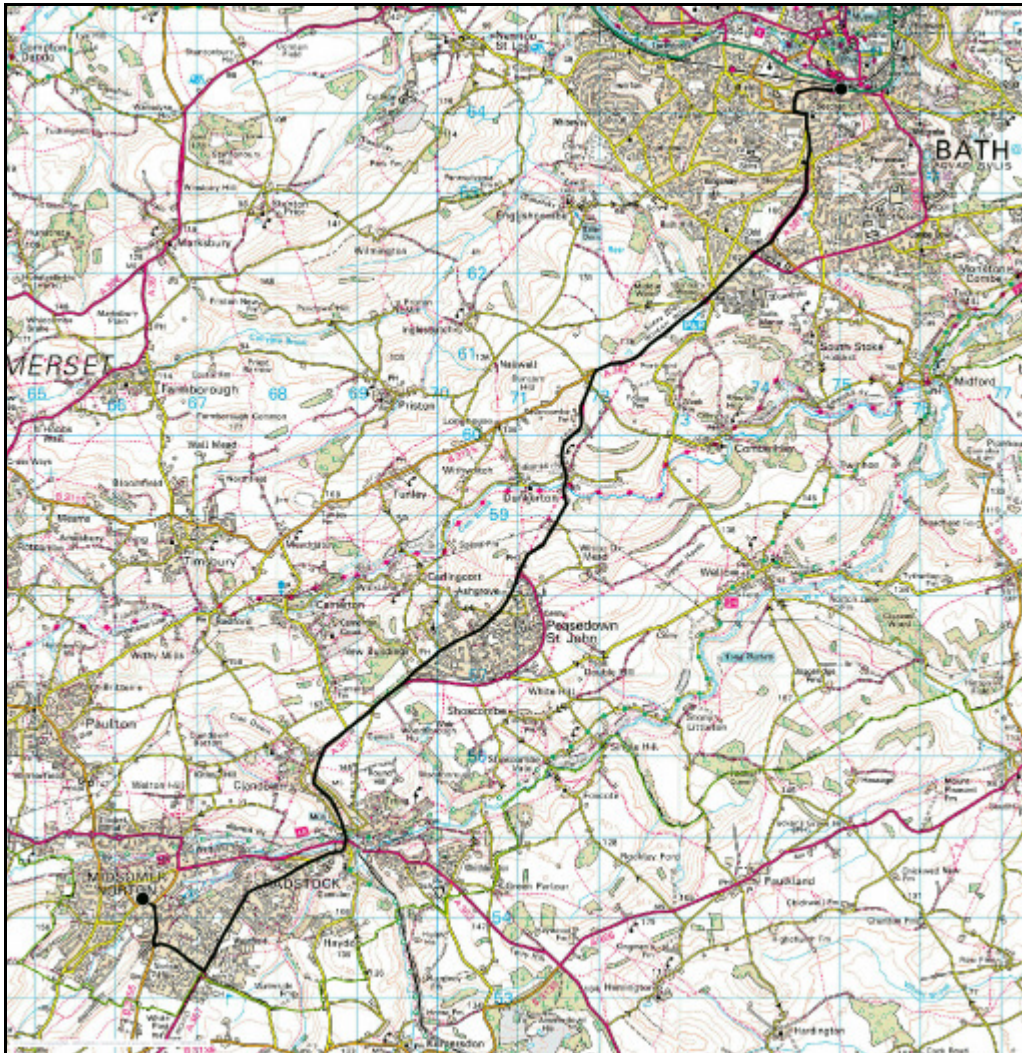
- 1 Standard of Services
 - 1A Frequencies and timings
 - 1B Fares
 - 1C General
- 2 Excluded Services
- 3 The Facilities
- 4 Undertaking in accordance with s118 (4) of the Transport Act 2000
- 5 Baseline patronage, journey time, punctuality and passenger satisfaction information
- 6 Process for review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

Annex

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

PLAN 1

The Scheme Area



SCHEDULE 1

Standard of Services

Schedule 1A

Standard of Services - 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 as follows:

Mondays to Fridays (not Bank Holidays or exceptions listed below)

- Between 0700 and 1900, 3 buses per hour between Midsomer Norton (Town Hall) and Bath (Bus Station/Dorchester Street).

Saturdays

- Between 0800 and 1900, 3 buses per hour between Midsomer Norton (Town Hall) and Bath (Bus Station/Dorchester Street)

Sundays and Bank Holidays

- No service level requirements.

Exceptions

- On Mondays to Fridays between the Christmas and New Year holidays, the requirements for Saturdays shall apply.

2 Individual departures must be timed to give a regular interval as far as possible. The maximum interval between individual departures in the periods specified above shall be 30 minutes.

3 The Authority and Participating Operators will enter into and implement Voluntary Partnership Agreements, which will include provisions to co-ordinate Local Services so as to establish and maintain a regular interval between services as far as possible. The Authority's aim is to secure the following overall level of service in the Scheme Area at or as soon as possible after the Commencement Date:

Mondays to Fridays (not Bank Holidays)

- Departing Bath (Bus Station/Dorchester Street), a combined minimum frequency of 2 buses per hour between 0700 and 0900, 4 buses per hour between 0900 and 1800, 2 buses per hour between 1800 and 2000 and 1 bus per hour between 2000 and 2400. First departure to be no later than 0710 and last departure to be no earlier than 2305.
- Departing Midsomer Norton (Town Hall), a combined minimum frequency of 2 buses per hour between 0600 and 0700, 5 buses per hour between 0700 and 0800, 4 buses per hour between 0800 and 1800, 2 buses per hour between 1800 and 2000 and 1 bus per hour between 2000 and 2400. First departure to be no later than 0600 and last departure to be no earlier than 2350.

Saturdays

- Departing Bath (Bus Station/Dorchester Street), a combined minimum frequency of 2 buses per hour between 0700 and 0900, 4 buses per hour between 0900 and 1800, 2 buses per hour between 1800 and 2000 and 1 bus per hour between 2000 and 2400. First departure to be no later than 0710 and last departure to be no earlier than 2345.
- Departing Midsomer Norton (Town Hall), a combined minimum frequency of 2 buses per hour between 0700 and 0800, 4 buses per hour between 0800 and 1700, 2 buses per hour between 1700 and 2000 and 1 bus per hour between 2000 and 2400. First departure to be no later than 0600 and last departure to be no earlier than 2350.

Sundays & Bank Holidays

- Departing Bath (Bus Station/Dorchester Street), a combined minimum frequency of 2 buses per hour between 1000 and 2000 and 1 bus per hour between 2100 and 2400. First departure no later than 1005 and last departure no earlier than 2305.
- Departing Midsomer Norton (Town Hall), a combined minimum frequency of 2 buses per hour between 0900 and 2000 and 1 bus per hour between 2000 and 2400. First departure to be no later than 0930 and last departure to be no earlier than 2350.

Schedule 1B Standard of Services - Fares

1 The maximum adult single fares that may be charged on Local Services at the Commencement Date are set out in Table 1. 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 1 – Maximum adult single fares (pence)

BATH, Bus Station or Dorchester Street										
150	Wells Road, Bottom									
210	150	Bear Flat								
210	150	150	Devonshire Buildings							
230	210	210	150	Midford Road						
230	210	210	150	150	Old Fosse Road					
280	280	280	210	210	210	Dunkerton				
280	280	280	280	280	210	210	Peasedown St John, Ashgrove			
280	280	280	280	280	280	210	160	Peasedown St John, Red Post		
390	390	390	390	390	320	300	280	210	Radstock, Victoria Hall	
390	390	390	390	390	390	320	300	280	160	Westfield
390	390	390	390	390	390	390	320	300	210	160 MIDSOMER NORTON, Town Hall

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

Single	Adult			Single	Child		
	Return		7-day unlimited travel		Return		7-day unlimited travel
	Off-peak	Peak			Off-peak	Peak	
150	230	260	1350	120	160	190	1080
160	250	270	1440	130	180	210	1170
210	340	370	1890	160	260	280	1440
230	390	420	2070	180	280	320	1620
280	450	500	2520	210	340	380	1890
300	490	540	2700	230	370	410	2070
320	510	540	2780	250	390	410	2250
390	530	540	2780	300	400	410	2620

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 1 and 2) 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 voluntary ticket schemes covering the Scheme Area including, but not exclusive to, PlusBus and Freedom Travelpass.

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 3.

Table 3 – 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 Output of selected sub-sections of industry Transport Equipment
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 1 and 2 will be adjusted upwards or downwards as necessary to achieve the overall percentage adjustment calculated from Table 3. Any adjusted fare values will be in 10p steps.

Schedule 1C

Standard of Services - General

Real Time Information (RTI)

1 All Local Services in the Scheme Area must be covered by RTI from 1 June 2011. The Authority or the West of England Partnership acting on its behalf 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 Authority 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 Authority will be returned to the Authority in good condition 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 (including the provision of a replacement bus if necessary) within 30 minutes of that breakdown unless the service interval is less than every 30 minutes in which case it should be replaced at the start of its next scheduled journey 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.

5 Any bus provided to replace a broken-down bus will not have to meet all the accessibility requirements in Paragraph 6 below but as a minimum it must have a low floor and it must be replaced by a vehicle meeting all the accessibility requirements as soon as practicable thereafter but not later than the next working day.

Network Stability

6 Participating Operators undertake to make changes to routes and timetables of Local Services within the limitations of Schedule 1A 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 Authority 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 III emission standards in respect of particulates from the Commencement Date.

Capacity

9 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.

Communication and Service Control

10 All buses using the Facilities will be equipped with a means of communication at all times between the operator's control centre and the driver either by means of the RTI system, two-way radio or hands-free mobile telephone.

Passenger Security

11 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 Authority's CCTV systems. Participating Operators will use all reasonable endeavours to ensure that any such CCTV equipment is in continuous operation.

Passenger Information

12 Participating Operators will co-operate with the Authority in providing information in accordance with the Authority's Bus Information Strategy.

13 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 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.

14 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.

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

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

Heating and Ventilation

17 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

18 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.

19 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

20 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

21 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 22 in this Schedule. Timescales for rectification are shown at paragraph 28 in this Schedule.

22 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 28 in this Schedule.

23 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 28 in this Schedule.

24 Any free newspapers made available to passengers on the buses that are discarded on the buses must be tidied from seats and floors at least every 3 hours.

25 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.

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

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

28 The timescales for rectification of 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 22 of this Schedule.

Driver Training, Conduct and Appearance

29 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 Authority.

30 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 hold a training log that is available for inspection by the Authority.

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

32 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.

33 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.

34 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

35 Drivers will use all reasonable endeavours to stop any passengers from smoking on board vehicles and to prevent any passengers who are smoking from boarding.

36 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

37 Participating Operators will operate a Customer Charter Scheme to include compensation equivalent to the cost of the journey to passengers for journeys on Local Services in the Scheme Area in cases where:

- A bus on a high frequency service (i.e. one on which the service interval is ten minutes or less) has experienced a delay of more than double the scheduled service headway; or
- A bus on any other service has departed a registered timing point more than 1 minute early or more than 10 minutes late.

38 The Customer Charter Scheme will cover the whole Greater Bristol Bus Network and will be set up after all the Quality Partnership Schemes for the Network have been made. It will be administered jointly by the authorities making the Quality Partnership Schemes and Participating Operators. Compensation costs will be reimbursed by the relevant operator unless the delay is proven to be outside his control. In cases such as severe weather and flooding, no compensation will be payable.

Customer Satisfaction

39 Participating Operators will:

- Undertake six-monthly attitudinal surveys to establish passengers' aspirations and reactions to the Scheme; and
- Monitor and seek to improve and maintain customer satisfaction levels amongst all passenger groups at a minimum of six-monthly intervals.

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

Branding

40 Participating Operators' vehicles that use the Facilities shall display the recognised logo and branding for the Scheme as notified by the Authority.

Contracted Services

41 Services secured by the Authority under a service subsidy agreement that complement the services specified in Schedule 1A, 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

42 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 by 1 March 2012. 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 Authority or the West of England Partnership acting on its 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

43 Participating Operators must comply with the Standard of Services in Schedule 1C from the Commencement Date with the exception of the following:

- Paragraph 1 (RTI) from 1 June 2011
- Paragraph 42 (Smart ticketing equipment) from 1 March 2012
- Paragraphs 37 & 38 (Customer Care Policy) from 1 April 2012

SCHEDULE 2 Excluded Services

1 The registered local bus services listed in Table 4 or any successors thereto that operate in the Scheme Area are Excluded Services:

Table 4 – List of Excluded services

Registered number	Service number(s)	Route	Operator
PH1026770/30	9	Rush Hill – Ralph Allen School	Buglers Coaches Ltd
PH0000132/46	13	Foxhill - Bathford	First Somerset & Avon Ltd
PH0000132/41	14, 14A	Odd Down - Weston	First Somerset & Avon Ltd
PH0000132/40	17	Kingsway - Upper Weston	First Somerset & Avon Ltd
PH0000132/165	41	Odd Down - City Centre	First Somerset & Avon Ltd
PH5662/21	42	Odd Down – Royal United Hospital	Abus Ltd
PH0000132/22	179	Midsomer Norton - Bath	First Somerset & Avon Ltd
PH0005373/5	185	Paulton - Trowbridge	Somerbus Ltd
PH0004798/15	267	Bath – Frome	J.V.Pickford
PH0000132/29	267	Bath - Frome	First Somerset & Avon Ltd
PH0000132/115	379	Shepton Mallet - Bristol	First Somerset & Avon Ltd
PD0000738/225	403	Street - London	National Express Ltd
PH0006939/3	414, 424	Midsomer Norton - Frome	Frome Minibuses Ltd
PH0005373/11	668	Midsomer Norton - Bristol	Somerbus Ltd
PH1066711/56	678	Writhlington - Bristol	Flights Hallmark Ltd
PH0006939/7	684	Radstock - Frome	Frome Minibuses Ltd
PH0005373/3	754	Hinton Blewett - Radstock	Somerbus Ltd
PH0005373/10	757	Bath - Midsomer Norton	Somerbus Ltd
PH0007180/5	768	Bath - Midsomer Norton	SK Young & DH Young
PH1037931/8	776	Radstock – Shepton Mallet	Hatch Green Garage Ltd
PH0005373/2	777	Chilcompton – Midsomer Norton	Somerbus Ltd
PH0005373/1	782	Paulton - Tynning	Somerbus Ltd
PH0007180/8	789	Blagdon - Radstock	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; and
- Any Excursion or Tour service as defined in s137 of the 1985 Act.

SCHEDULE 3

The Facilities

1 The Authority confirms that all the Facilities with the exception of RTI and the infrastructure ancillary to it will be ready for use at the Commencement Date 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 Authority confirms that RTI and the infrastructure ancillary to it will be operational on 1 June 2011.

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 Authority
- 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 Authority
- New shelters will be installed with standard glazed panels
- Potential requirements for solid blocks, privacy screens and polycarbonate panels will be identified by the Authority
- The Authority's 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 Authority

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 Authority, 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 5.

Table 5 - Improvements to bus stops in the Scheme Area

Ref. no.	NaPTAN Code	Stop Name	Location	Direction	Facilities
1	0180BAC30348	St Mary's Buildings	Wells Road, Bath	Northbound	D, S
3	0180BAC30148	Oldfield Road	Wells Road, Bath	Northbound	D, S
5	0180BAC30147	Bear Flat	Wellsway, Bath	Northbound	R
6	0180BAC30152	Bear Flat	Wellsway, Bath	Southbound	K
7	0180BAC30153	Kipling Avenue	Wellsway, Bath	Southbound	D, R, S
8	0180BAC30146	Bloomfield Road	Wellsway, Bath	Northbound	D, S
9	0180BAC30144	Devonshire Buildings	Wellsway, Bath	Northbound	B, D, F, RB
10	0180BAC30145	Devonshire Buildings	Wellsway, Bath	Southbound	B, D, F, RB
12	0180BAC30142	Wellsway	Wellsway, Bath, outside 114	Northbound	D, S
13	0180BAC30140	Wayside	Wellsway, Bath, outside 148	Northbound	D, S
16	0180BAC30138	Midford Road	Wellsway, Bath, near Midford Road	Southbound	D, F, R, S
17	0180BAC30178	Midford Road	Wellsway, Bath, opposite Midford Road	Northbound	D, F, R, S
18	0180BAC23461	The Beeches	Wellsway, Odd Down	Southbound	D, F, K, S
19	0180BAC23460	The Beeches	Wellsway, Odd Down	Northbound	D, F, K, S
20	0180BAC30179	Oolite Grove	Wellsway, Odd Down	Northbound	B, C, D, F, K
21	0180BAC30180	Oolite Grove	Wellsway, Odd Down	Southbound	C, D, F, K, S
23	0180BAC30187	Mendip Gardens	Wellsway, Odd Down	Northbound	B, C, D, F, K
25	0180BAC30189	Combe Hay Lane	A367, Odd Down	Southbound	C, D, F, K, R, S
25A	0180BAC56483	Recycling Centre	A367, Odd Down	Southbound	B, D, F, H, K
25B	0180BAC01280	Recycling Centre	A367, Odd Down	Northbound	B, D, F, H, K
26	0180BAC30804	Crossways	A367, Dunkerton, Crossways Cottage	Southbound	B, D, F, K
27	0180BAC30803	Crossways	A367, Dunkerton, Clover Cross Farm	Northbound	B, D, F, K
28	0180BAC30806	Dunkerton	A367, Dunkerton	Northbound	B, D, F, K, RB
29	0180BAC30805	Dunkerton	A367, Dunkerton	Southbound	B, D, F, K
30	0180BAC30807	White Ox Mead Lane	Dunkerton Hill, Dunkerton	Southbound	B, D, F, K
30A	0180BAC56442	White Ox Mead Lane	Dunkerton Hill, Dunkerton	Northbound	B, D, F, K
31	0180BAC30809	Prince of Wales	Dunkerton Hill, Dunkerton	Southbound	B, D, F, K
32	0180BAC30808	Prince of Wales	Dunkerton Hill, Dunkerton	Northbound	B, D, F, K
33	0180BAC30810	Eckweek Lane	Dunkerton Hill, Peasedown St John	Northbound	C, D, F, K, S
34	0180BAC30811	Eckweek Lane	Dunkerton Hill, Peasedown St John	Southbound	C, D, F, K, R, S
35	0180BAC30812	Keel's Hill	Ashgrove, Peasedown St John	Northbound	C, D, F, K, R, S
36	0180BAC30813	Keel's Hill	Ashgrove, Peasedown St John	Southbound	B, D, F, K
37	0180BAC30814	Methodist Church	Bath Road, Peasedown St John	Northbound	B, C, D, F, K, RB
38	0180BAC30815	Braysdown Lane	Bath Road, Peasedown St John	Southbound	C, D, F, K, R, S
39	0180BAC30816	Red Post	Peasedown St John, Red Post to Bath	Northbound	C, D, F, K, R, S
40	0180BAC30817	Red Post	Peasedown St John, Red Post from Bath	Southbound	C, D, F, K, R, S
41	0180BAC30824	Bath Old Road	A367, Peasedown St John	Southbound	B, C, D, F, K, P
42	0180BAC30825	Bath Old Road	A367, Peasedown St John	Northbound	B, C, D, F, K
43	0180BAC30826	Skinner's Hill	A367, Peasedown St John, Camerton Turn	Southbound	B, C, D, F, K
44	0180BAC30827	Skinner's Hill	A367, Peasedown St John, Camerton Turn	Northbound	B, C, D, F, K
45	0180BAC30828	Smallcombe Road	Bath New Road, Cladown	Northbound	B, C, D, F, K, RB
46	0180BAC23451	Smallcombe Road	Bath New Road, Cladown	Southbound	C, D, F, K, R, S
49	0180BAC30835	Victoria Hall (A)	The Street, Radstock		F, K
50	0180BAC30834	Victoria Hall (B)	The Street, Radstock		F, K
51	0180BAC30833	Victoria Hall (C)	The Street, Radstock		K
52	0180BAC30832	Victoria Hall (D)	The Street, Radstock		K
53	0180BAC30837	Radstock College	Wells Road, Radstock	Eastbound	B, C, D, F, K, RB
54	0180BAC30836	Radstock College	Wells Road, Radstock	Westbound	C, D, F, K, R, S
55	0180BAC30839	Maple Drive	Wells Road, Radstock	Eastbound	C, D, F, K, R, S
56	0180BAC30838	Maple Drive	Wells Road, Radstock	Westbound	C, D, F, K, R, S
57	0180BAC30841	Westfield Chapel	Wells Road, Westfield	Eastbound	C, F, K, R
58	0180BAC30840	Westfield Chapel	Wells Road, Westfield	Westbound	C, F, K, R
59	0180BAC30842	Elm Tree Inn	Wells Road, Westfield	Westbound	C, D, F, K, S
60	0180BAC30845	Westfield School	Fosseway, Westfield, outside School	Eastbound	B, C, D, F, K
61	0180BAC30846	Westfield School	Fosseway, Westfield, opp. Longfellow Rd	Westbound	B, C, D, F, K
62	0180BAC30850	Charlton Park	Charlton Road, Midsomer Norton	Westbound	B, C, D, F, K, RB
63	0180BAC30850	Charlton Park	Charlton Road, Midsomer Norton	Eastbound	B, C, D, F, K, RB
64	0180BAC30851	Norton Hill School	Charlton Road, Midsomer Norton	Eastbound	D, F, R, S
65	0180BAC30852	Norton Hill School	Charlton Road, Midsomer Norton	Westbound	B, C, D, F, K
66	0180BAC30854	Town Hall	High Street, Midsomer Norton	Eastbound	B, C, D, F, K, R, S
67	0180BAC30853	Town Hall	High Street, Midsomer Norton, The Island	Westbound	B, C, D, F, K, R, S

Notes: RTI installations are subject to site testing. In particular, the display type (R or RB) may have to be varied.

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	

5 The Traffic Regulation Orders that form part of the Facilities are listed in Table 6.

Table 6 - Traffic Regulation Orders

Task Order	TRO Number	Notice of Intent	Bus priority measures	Direction	Length	Hours of operation
1011	N		A367 - Wellsway (Lower) - Bus Lane	Northbound	112m	24 hours
1012	1017	PEV6262	A367 - Bear Flat - Bus Lane (two sections)	Northbound	12m + 49m	24 hours
1010	1018	PEV6265	A367 - Midford Road to Red Lion - Bus Lane	Northbound	162m	24 hours
1009	0928		A367 - Odd Down - Bus Lane	Northbound	700m	24 hours
	N	PEV6686	A367 - Hatfield Road - Puffin Crossing	-	-	24 hours
	N	PEV6684	A367 - Hatfield Road and Wellsway, Bath) (Prohibition of Waiting) (Prohibition of Motor Vehicles) (Prohibition of Left Turn) (Prohibition of Right Turn) Order 201-; comprising.... prohibition of parking in lengths of Wellsway ; prohibition of turn into the eastern section of Hatfield Road from Wellsway; prohibition of left hand turn into Hatfield Road (eastern and western sections) from Wellsway excluding pedal cycles; and prohibition of right hand turn into Wellsway from the eastern section of Hatfield Road.	-	-	24 hours

Notes: N - Number not allocated yet

6 The Authority 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 Authority 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 Authority and Participating Operators.

7 The Authority 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 Authority 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 Authority shall provide such information to all bus operators affected by works carried out by or on behalf of the Authority with at least 8 weeks prior written notice. The Authority 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.

8 The Authority, 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.

9 The Authority 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.

10 The Authority 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 below.

11 The Authority 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 Authority and replaced or repaired if they show signs of deterioration by the Authority at its cost and expense. In the case of lines and lane colouring, the Authority shall, at its 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 Authority will notify Participating Operators of all programmed maintenance works prior to undertaking them;
 - (c) the Authority 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 Authority 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 Authority 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 Authority 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 Authority shall use all reasonable endeavours to ensure that cleaning is carried out within 24 hours of such graffiti being reported.
 - (h) The Authority 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 with twenty-four hours and repaired as soon as possible thereafter
 - (iii) The Authority 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 Authority 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 Authority shall ensure that all dangerous defects affecting the Facilities are made safe within twenty-four hours of being reported to the Authority.

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

13 The Authority 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

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

15 The Authority 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.

16 The Authority will continue such levels of enforcement throughout the period of this Scheme.

17 The Authority will use the powers available to it 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.

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

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

20 The Authority will act as employer under any contract.

21 The Authority 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.

22 The Authority 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.

23 The Authority 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.

24 The Authority 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 Authority's ability to carry out the required works in accordance with any timescales notified to Participating Operators pursuant to the paragraphs above.

25 The Authority 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

TO: **The Traffic Commissioner for the Western Area,**
 2 Rivergate, Temple Quay, Bristol, BS1 6EH

FROM: **[Operator]**
 [Address]

[Name of Operator] hereby undertakes as from 22 May 2011 to provide the following Local Services to the Standard of Services specified in the Quality Partnership Scheme for the Greater Bristol Bus Network Corridor 10 of [Date signed] when using the Facilities.

Local Services

Registered number	Service number(s)	Route
.....
.....

All terms used in this undertaking have the same meaning as those set out in the Quality Partnership Scheme as made on [Date Signed]

SIGNED
[insert name of Director of Operator Company]
[Title]

[Operator Company name]

DATE:

SCHEDULE 5

Baseline patronage, journey time punctuality and passenger satisfaction information

1 The figures in Table 7 are the total passenger boardings on all local bus services in Bath & North East Somerset, as reported to the Department for Transport for National Indicator 177.

Table 7 – Total bus passenger boardings in Bath & North East Somerset

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

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

2 The figures in Table 8 are the normal scheduled journey times on Local Services as at April 2010. Participating Operators are responsible for operating their services punctually and must form their own views on the appropriate running times for their services. The Authority anticipates that Participating Operators will work with the Authority through a Punctuality Improvement Partnership to reduce scheduled journey times where possible.

Table 8 – Baseline journey time data

GBBN Corridor 10 – baseline journey time data – September 2010		
	Midsomer Norton (Town Hall) to Bath (Bus Stn or Dorchester St)	Bath (Bus Stn or Dorchester St) to Midsomer Norton (Town Hall)
Mondays to Fridays (not Bank Holidays)		
Before 0700 and after 1900	37	38
0700 to 0930	49	40
0930 to 1545	40	40
1545 to 1800	40	40
1800 to 1900	40	40
Saturdays		
Before 0730 and after 1900	37	38
0730 to 1900	40	40
Sundays & Bank Holidays		
All day	37	38

3 The figures in Table 9 show the punctuality of all local bus services in Bath & North East Somerset, as reported to the Department for Transport for National

Indicator 178. The Authority anticipates that Participating Operators will co-operate with the Authority to measure punctuality specifically on Local Services in the Scheme Area and work with the Authority through a Punctuality Improvement Partnership to improve punctuality.

Table 9 – Bus punctuality in Bath & North East Somerset

	2005/6	2006/7	2007/8	2008/9	2009/10
% of buses starting on time	64.7	72.6	42.9	77.7	67.8
% of buses on time at timing points	61.7	69.3	61.2	74.4	57.7

Note * - For the purposes of Table 9, "on time" means "no more than 1 minute early and no more than 5 minutes late."

4 The figures in Table 10 show passenger satisfaction with Local Services in the Scheme Area as at September 2007. Further surveys will be carried out prior to the Commencement Date. The Authority anticipates that Participating Operators will work with the Authority through a Voluntary Partnership Agreement to improve passenger satisfaction.

Table 10 – Passenger satisfaction with bus services in the Scheme Area

	Very satisfied	Satisfied	Adequate	Dissatisfied	Very dissatisfied
The overall quality of the service	49%	34%	15%	2%	0%
The frequency of buses	52%	30%	13%	4%	1%
The journey time to your destination	48%	34%	14%	3%	1%
Whether buses arrive on time	40%	33%	20%	6%	1%
How easy buses are to get on and off	86%	9%	3%	2%	0%
The quality of the bus stops	49%	25%	18%	7%	1%
The provision of public transport information	57%	24%	14%	4%	1%

Based on 285 responses on bus services 173, 175, 178 and 184 in September 2007

SCHEDULE 6

Process of review for requirements in Schedules 1A and 1B

- 1** A review of the requirements in Schedules 1A and 1B will be carried out by the 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 1A and/or 1B 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 Schedules 1A and 1B 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 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 1A and 1B

- 5** If it is of the opinion that there has not been a material change in market conditions, the 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 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 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 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 Authority will use all reasonable endeavours to send such notice within 7 days.

- 9** If that decision is to amend the requirements in Schedules 1A and/or 1B, 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 Schedules 1A and 1B in accordance with the statutory process set out in the Regulations.

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 Appendix 1, 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 give 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	<i>2 September</i>	<i>1 September</i>	<i>31 August</i>	<i>23 August</i>
Fixed 4	Sunday before start of Term 2	<i>4 November</i>	<i>3 November</i>	<i>2 November</i>	<i>1 November</i>
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