

Bath & North East Somerset Council

CONTRACT FOR PUBLIC TRANSPORT SERVICES

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**CONTRACT FOR
PUBLIC TRANSPORT SERVICES**

"THIS CONTRACT is made on 2018

BETWEEN

(1) BATH AND NORTH EAST SOMERSET COUNCIL of The Guildhall, High Street, Bath, BA1 5AW ("the Council") and

(2) (" the Contractor")

1. DEFINITIONS

In this Contract the following words and expressions shall have the meaning assigned to them except where the context requires otherwise:

"Confidential Information"	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA.
"Contract"	means the Invitation to Tender, Conditions of Tender, Acceptance of Tender, the Conditions of Contract and Schedules.
"Contractor"	means a person or persons, firm, company or other legal entity whose quotation has been accepted by the Council (and includes where appropriate the Contractor's personal representatives, successors and assigns where assignment or other voluntary transmission has been approved by the Council).
"Contract Price"	means the respective annual sums of money set out by the Contractor in the Form of Tender or such variation on these sums as may be provided for in these Conditions of Contract exclusive of Value Added Tax which shall be dealt with in accordance with the regulations relevant thereto for the time being.
"Contract Service"	means the bus service or services that are the subject of this Contract that are detailed in Schedule E

“Council”	means the Bath and North East Somerset Council, or such successor body that assumes the functions of Local Transport Authority
“Director”	means the Divisional Director Environmental Services of the Council or such successor as the Council may nominate
“RTI”	means Real Time Information
“Schedules”	shall refer to the details contained in the Schedules A-L attached to this Contract.
“Tender”	means the offer contained in the form of tender and pricing schedule submitted by the Contractor and accepted by the Council.
“Sub-Contracting”	means the use of any vehicle not owned by the Contractor and for which he does not hold a statutory licence and which is not driven by the Contractor or his employee.
“Vehicle”	means: (i) a Public Service Vehicle, or (ii) a Vehicle carrying a community bus permit, or (iii) a Taxi or hire car, authorised to operate local services, licensed by the contractor and used for the performance of the Contract Service.
“West of England Authorities”	means: collectively, Bath & North East Somerset Council, Bristol City Council, South Gloucestershire Council, West of England Combined Authority, North Somerset Council

2. THE CONTRACTOR’S LEGAL REQUIREMENTS

- a] The Contractor shall have and keep in force at all times during the currency of this Contract a Public Service Vehicle Operator’s Licence of the relevant classification as required by Section 12 of the Public Passenger Vehicles Act 1981 or a Permit issued under Section 22 of the Transport Act 1985 which allows the operation of the Contract Service in the manner proposed and shall produce the licence or permit at any time for inspection by an authorised officer of the Council. This Contract shall be invalid and of no force or effect during any period that the Contractor does not have an Operator’s Licence or Section 22 Permit or if any Licence or Permit previously granted has been suspended or withdrawn for any reason or has had conditions attached to it which prohibit his operating any of the services that are the subject of the Contract.
- b] The Contractor shall ensure that any Vehicles being used in the performance of this Contract are licensed, equipped and maintained as required by statute and are not be parked overnight on any public highway.
- c] The Contractor shall, if so required by the Council, at any time produce for inspection by a duly authorised officer, the current policy or policies of insurance in respect of the vehicles used by him on any work for the Council, also any licenses or other requirements necessary for the operation of the Vehicles for operating under the licence or with regard to the current legislation appertaining to the roadworthiness of the Vehicles. This Clause does not negate the Contractor’s responsibility for ensuring that such documents are sufficient to comply with the foregoing requirements.

- d] The Contractor shall be responsible, both administratively and financially, for ensuring that the appropriate registration to enable the Service to commence or to vary it has been lodged with and approved by the Traffic Commissioner. The Council will reimburse the cost of any registration fee incurred by the Contractor for variations to the registration made at the request of the Council, but the Contractor shall take responsibility for any variations agreed at the Contractor's initiative.
- e] The Contractor shall make arrangements to deal with lost property in accordance with the Public Service Vehicles (Lost Property) Regulations 1978, as amended by the Public Service Vehicles (Lost Property) Regulations (Amendment) 1995.
- f] The Council shall have the right to suspend any part or the whole of the Contract if there is any reference to the Traffic Commissioner or other licensing body regarding supervision, suspension or revocation of any or the whole of the Licences of the Contractor's fleet of vehicles. If the Council shall suspend this Contract it may be so suspended for a period or periods at the Council's discretion that the Council may consider necessary having regard to the cause of the suspension, supervision or revocation of the said Licences by the Traffic Commissioner or other licensing body.

3. INDEMNITY AND INSURANCES

- a] The Council will not accept liability for damage resulting from any failure of the Contractor to supply proper and clear instructions regarding maintenance of the Vehicles.
- b] The Contractor shall be responsible for and shall indemnify the Council against all liability for damage or injury arising out of or in connection with the performance of this Contract.
- c] Without prejudice to the generality of the foregoing the Contractor shall indemnify the Council against any loss, claims, or proceedings arising out of the Contractor's ownership and/or operation of the Vehicle(s).
- d] The Contractor shall maintain and cause any Sub-Contractor to maintain such insurance (extended to indemnify the Council as joint insured) as is necessary to cover the Contractor's liability under the preceding subparagraphs and shall produce to the Director if requested so to do the policies and receipts for the relevant premiums in respect of the insurance effected and subsisting. The responsibility for determining the extent of the insurance required rests with the Contractor. The indemnity for personal injury must be unlimited and the indemnity for damage to property must be at least £2 million.
- e] In the event that the Council incurs any additional expense to complete any work that the Contractor was obliged to carry out, through breakdown resulting from any Vehicle not being in a satisfactory and mechanically sound working condition or any other cause whatsoever, the Contractor shall indemnify fully the Council against such additional expenses incurred, including any additional costs arising from the need to arrange replacement services.

4. VEHICLES

- a] Vehicles used to provide the Contract Service will comply with the requirements of Schedule E in respect of age, capacity, emissions, access standards and any other requirements specified.
- b] All vehicles are required to be fitted with on-bus AVL equipment and the Contractor will sign up to the Real Time Information Operator Agreement made between the West of England Authorities and bus operators for the provision of RTI within the West of England area. The Contractor will be responsible for ensuring that the equipment is used by its drivers and maintaining the equipment supplied in good working order including the annual maintenance costs associated with this equipment.
- c] Where it is specified in Schedule E that the service is subject to a Quality Partnership Scheme, the operator will be required to give an undertaking to the Traffic Commissioner to provide services in accordance with the terms of the relevant Quality Partnership Scheme, and will abide by all the conditions of the Quality Partnership scheme, including such vehicle requirements as may be specified in Schedule E.
- d] Without prejudice to the general law the Contractor shall ensure that any Vehicle used to provide the Contract Service shall be examined at appropriate regular intervals and shall be inspected as required, to conform to the Health and Safety at Work Act 1974 and any other relevant legal provision relating to the safety and roadworthiness of the Vehicle that may be in force at the time, and that all requirements shown to be necessary as a result of such examination or inspection be carried out before it is used for the conveyance of passengers as required by this Contract.
- e] The Contractor shall, at all times, keep proper records of all routine services, repairs and work carried out on the Vehicle(s) and all such records shall be produced whenever required for the inspection of any officer authorised by The Director.
- f] The Contractor shall if so required by the Council allow any Vehicle to be submitted for a spot check without prior notice, to ensure that legal requirements in force at the time are met. This spot check may be carried out by an authorised officer or agent of the Council, either on site or at a place nominated by the authorised officer.
- g] Any accident damage must be repaired at the earliest possible opportunity and in any case within five working days. The vehicles must be adequately heated and ventilated, and must at all times comply with the statutes, orders and regulations for the time being in force. The vehicles must be equipped with suitable first aid and fire extinguishing equipment.
- h] Contractor shall ensure that all vehicles involved in the execution of the Contract Service must at all times be in a clean, tidy and hygienic condition both internally and externally. The exterior of the vehicles will be washed daily. The floor will be cleaned with detergent daily and interiors will be deep cleaned monthly when all rails, seats, surfaces and windows will be washed. Any free newspapers must be tidied and removed from seats at the conclusion of each return trip.
- i] The Contractor shall ensure that all Vehicles used for providing the Contract Service display the designated route number and final (unless stated otherwise in the Schedules) destination of each journey such that they are clearly visible to intending passengers during the entire period of

operation of the Contract Service. These shall be displayed on a flat surface, whether rigid or taut, fixed to the Vehicle and set vertically or at an angle of no more than 15 degrees from vertical. The display shall be legible from a reasonable distance and should be either white or yellow lettering on a black background. The service number shall also be visible on the nearside and rear of the vehicle.

- j] The Contractor shall provide a vehicle of sufficient capacity to convey the number of passengers normally wishing to use each individual journey of the Contract Service. The capacity provided may include legally authorised numbers of standing passengers on the Vehicle. Where a maximum size of vehicle is indicated in the Schedules, no larger vehicle shall be used. Where a minimum size of vehicle is indicated in the Schedules, no smaller vehicle shall be used. The size of vehicles will usually be indicated by vehicle seating capacity.
- k] In the event that the Contractor fails to observe the requirements provided for in [a], [h], [i], and [j] above, the Council reserves the right to claim a compensation payment from the Contractor, as set out in Schedule C.

5. DRIVERS

- a] The Contractor shall ensure that all Vehicles supplied for the carriage of passengers are in the charge of a competent and reliable driver. In the case of public service vehicles the drivers must be licensed in accordance with the provisions of the relevant legislation. The Contractor shall produce the relevant licence of any driver at any time for inspection by an authorised officer of the Council.
- b] The Contractor shall ensure that the driver is of clean and smart appearance and shall prohibit the driver from smoking at any time when in charge of the Vehicle on a Contract Service.
- c] The Contractor shall prohibit the driver from using a mobile phone at any time when in charge of the Vehicle on a Contract Service.
- d] The Contractor shall ensure that no driver provided for any Contract Service has been convicted of any offence involving sexual misconduct with a minor, the inducement of a minor to commit a criminal offence or the sale of illegal drugs to any person (whether a minor or not).
- e] Where any other employee of the Contractor is in the Vehicle in the course of any Contract Service, they shall comply with requirements 5[a] to [c] so far as those requirements can apply to persons other than the driver.
- f] Certain contracts specifically designed to transport children between home and school may require all drivers to be checked with the Disclosure and Barring Service (DBS). Any such requirement is specified in Schedule E.

6. SERVICE OPERATION

- a] The Contractor shall perform this Contract and run the Contract Service in accordance with the timetable and the route and stopping places in the Schedule E or such modifications thereof as may have been agreed in writing by the Director. Except in emergency no change shall be made without the prior written approval of the Director.

- b] The Contractor shall provide the Contract Service on Bank Holidays and specified adjacent days in accordance with the requirements set out in Schedule A and Schedule E.
- c] The fares charged on the Contract Service must be in accordance with the conditions of Schedule B and the maximum fares detailed in Schedule E. The faretable will be subject to an annual inflationary increase determined by the Council in accordance with Clause 7[b] and 7[c] below.
- d] The Contractor shall offer adult and child single and return fares, season tickets or multi-journey tickets and any other fares facilities as indicated in the Schedules. A copy of the fares to be charged and Conditions to apply must be sent to the Director seven days before introduction of any change.
- e] The Contractor shall honour on the Contract Services the return tickets season tickets and any other fares facilities specified by the Director that are valid on any service or its successor indicated in the Schedules or any future service on all or any part of the same route of which the Director advises the Contractor.
- f] The Contractor must equip all vehicles used on the Contract Services with ITSO compliant (to ITSO version 2.1.4 or later) electronic ticket machines (ETMs). The operator system must be configurable to allow the use of the following ITSO Product Entities (IPE):

- i. Typ 16 Identity and entitlement (Concessions)
- ii. Typ 14 Entitlement (supplemental entitlement for ENCTS)
- iii. Typ 2 Stored value e-purse
- iv. Typ 22 Period pass
- v. Typ 23 Carnet

The ETM must be able to retail and renew Typ 22 and Typ 23 IPEs as above and add value/top up Typ 2 e-purses.

- g] The Contractor must issue tickets, to a standard specified by the Director, to all fare-paying passengers. Tickets issued by the Contractor or his Sub-Contractor should bear the usual business name of the Contractor.
- h] At the instruction of the Director, the Contractor shall enter into a merchant services agreement with sQuidcard Limited to accept payment from the sQuidcard Travel+ e-purse for all ticket products sold on the service and be responsible for all commissions and costs so related.
- i] The Contractor must participate in the English National Concessionary Travel Scheme and accept passes for travel as set out in Schedule B.
- j] Contractors must participate in any multi-operator or multi-modal ticket scheme in operation in the area through which the Contract Service operates. This includes but is not limited to Plusbus, Freedom Travelpass, BathRider, BristolRider and AvonRider schemes and any successor or other schemes that the Director may determine.
- j] The Contractor shall ensure that all Vehicles carry a current timetable and faretable for the Contract Service on which they are operating.
- k] The Contractor shall ensure that all vehicles used for providing the Contract Service display, in a position close to the entrance doors, appropriate notices to the design of, or provided by, the Council if required to do so by the Director:

- [i] acknowledging that the service is operated on behalf of the Council,
 - [ii] informing passengers of the procedure for making comments about the service, and
 - [iii] such temporary notices relating to public transport as the Director may from time to time require.
- l] The Contractor shall designate certain seats within the Vehicle, close to entrance or exit doors for the use of persons who are elderly or disabled and ensure that a notice is displayed close to the seats to that effect. The Contractor shall ensure that entrance/exit steps and grabrails are clearly marked to assist visually disabled persons.
 - m] The Contractor shall not permit the driver or passengers to smoke when travelling on any Contract Service and shall ensure that a notice is clearly displayed on the Vehicle to this effect.
 - n] The Contractor shall take all reasonable steps to ensure the safety of passengers not only whilst they are aboard but also at such times as they are entering or leaving the Vehicle.
 - o] The Contractor shall equip vehicles or drivers operating the Contract Service with two-way radios or mobile telephones. The Contractor must ensure that these are able to receive incoming calls and transmit outgoing calls. The Contractor shall ensure that, during the hours of operation of the Contract Service, a member of staff is available to make arrangements to restore the service in the event that disruption occurs
 - p] At the instruction of the Director, the Contractor will enter into a Bus Station access agreement with the operator of Bath or Bristol Bus Stations. The Contractor will thereafter abide by the terms of such agreement and be responsible for all costs incurred as a result.
 - q] In the event that the Contractor fails to operate the Contract Service as provided for in [a], [c], [d], [e], [i] and [o] above, the Council reserves the right to claim a compensation payment from the Contractor, as set out in Schedule C.

7. CONTRACT PRICE, REVISION, REBATES AND GRANTS

- a] The payment due to the Contractor in respect of the Contract Service is set out at Schedule D.
- b] The payment due to the Contractor in respect of the Contract Service is set out at Schedule D.
- c] The claiming of any rebates or grants due in respect of the Contracted Service shall be entirely the responsibility of the Contractor.
- d] In the event of a change in the Council's requirements for transport or of a request by the Contractor to make modifications to the service the Council will seek to agree with the Contractor a modified Specification of Service and contract price, if appropriate, subject to the requirements of the Transport Act 1985. The Council reserves the right to reject terms offered by the Contractor for the modification of this contract if in the opinion of the Council they are unreasonable or impracticable. Any agreement reached on such re-specification shall be in writing and signed by both parties

8. PAYMENT AND VAT

- a) Within seven days of the end of each specified monthly accounting period the Contractor shall submit to the Director an account for the previous period together with a Certificate of Contract Compliance. Details of any journeys not operated (lost mileage) must be attached to the Certificate of Contract Compliance. Value Added Tax must be shown as a separate item.
- b] The Contractor shall declare the revenue collected and number of tickets issued during any given accounting period and provide ticket machine evidence if requested to do so by the Director. The Council shall undertake surveys from time to time to check the revenue declared.
- c] The Council subsequently shall pay the Contractor one-twelfth of the annual Contract Price, adjusted to take account of any deductions made under the terms of Schedule C provided that the Council is satisfied of the accuracy of the account rendered.
- d] Where the Contract is defined as a Gross Cost Contract in Schedule D, then the value of revenue attributable to the Council in the monthly accounting period shall be deducted from the payment to the Contractor.
- e] Odd days will be paid on the basis of the Contract Price, divided by the number of operating days scheduled within a year, and subject to any adjustment as in 8[d] above
- f] The Council shall pay all sums due to the Contractor within 30 days of receipt of a valid invoice submitted in accordance with 8[a] above.

9. TIMETABLES AND PUBLICITY

- a] The Contract Service will be promoted in accordance with the Council's Bus Information Strategy. In respect of bus services that are wholly subsidised by the Council, the Council shall take responsibility for producing and distributing printed timetable material. Where the Contract Service is complementary to a bus service provided commercially by the Contractor, the Contractor shall be responsible for producing and distributing printed timetable material, in accordance with the Council's Bus Information Strategy.
- b] Where the Contractor has the responsibility for producing printed timetable leaflets, the timetable must indicate all journeys provided under this Contract. A note must be included alongside or below the timetable explaining those journeys are "provided with financial support by Bath & North East Somerset Council" or alternatively "operated under contract to Bath & North East Somerset Council". A copy of any such printed material must be sent to the Council's Public Transport Team, immediately after being printed.
- c] The Council reserves the right to require the withdrawal of any material deemed by the Council to be unsuitable

10. MONITORING

- a] The Contractor shall keep such accounts and records of tickets issued, and mileage and any such other information that the Director may reasonably require.
- b] The Contractor shall at all reasonable times permit the Council to inspect, copy, and record the Contractor's records of mileage, tickets issued, and patronage as may be required by the Council.
- c] The Contractor will record, maintain and supply financial and statistical information as required by the Council for the Contract Service. The Contractor will fully complete a Monthly Revenue and Loading Return for each bus service forming part of the Contract Services, as distinguished by service number. This return is shown at Schedule L.
- d] The Contractor shall return the Schedule L pro-forma for each Contract Service to the Council's Public Transport Team on a monthly basis, within two weeks of the end of the last week for which the data was recorded. The Council will use this information to assist the management of bus contracts and for any other purposes deemed appropriate by the Director.
- e] The Contractor shall permit an authorised officer or agent of the Council to travel on any of the Contractor's Vehicles at any time without charge for the purpose of any passenger survey or transportation study.

11. CUSTOMER CONTACT ARRANGEMENTS

- a] The Contractor must ensure that staff are available to deal with public enquiries relating to the Contract Service during the hours of operation of the Contract Service. In the event that the Contractor fails to do this the Council reserves the right to claim a compensation payment from the Contractor, as set out in Schedule C.
- b] The Contractor shall send to the Council, within 7 days, all written comments or complaints he receives about any Contract Service or its performance. The Contractor shall reply in writing to such complaints and forward a copy of each reply to the Council within 21 days of the receipt of the original complaint.
- c] Where the Council seeks written comments from the Contractor following a complaint, the Contractor shall send a reply to the Council, within 15 working days of the receipt of the details of the complaint. In the event of the Contractor failing to respond to the Public Comment Letter within the specified period the Council will assume that the complainants' claims are correct and reserves the right to make deductions from monies otherwise due to the Contractor as set out in the Schedule C.

12. TRANSFER AND SUB- CONTRACTING

- a] Except in emergencies the Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior written Approval from the Council. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.

- b] Sub-contracting of the Contractor's Vehicles in the case of emergency will be allowed, but a report of such sub-contracting must be made within a period of one working day after the incident to the Director.
- c] The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- d] Where the Council has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Council, be sent by the Contractor to the Council as soon as reasonably practicable
- e] Notwithstanding clause 13[a], the Contractor may assign to a third party ("**the Assignee**") the right to receive payment of the Contract Price or any part thereof due to the Contractor under this Contract. Any assignment under this clause 13[e] shall be subject to:
 - i. reduction of any sums in respect of which the Council exercises its right of recovery under clause 16[g]
 - ii. all related rights of the Council under the contract in relation to the recovery of sums due but unpaid; and
 - iii. the Council receiving notification under both clauses 13[f][g] below
- f] In the event that the Contractor assigns the right to receive the Contract price under clause 13[e], the Contractor or the Assignee shall notify the Council in writing of the assignment and the date upon which the assignment becomes effective.
- g] The Contractor shall ensure that the Assignee notifies the Council of the Assignee's contact information and bank account details to which the Council shall make payment.
- h] The provisions of clause 8 shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Council.
- i] Subject to clause 13[k] the Council may assign, novate or otherwise dispose of its rights and obligations under the Contract, or any part thereof, to:
 - i. any Contracting Authority; or
 - ii. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Council; or
 - iii. any private sector body which substantially performs the functions of the Council,

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.
- j] Any change in the legal status of the Council such that it ceases to be a Contracting Authority shall not, subject to clause 13[i] affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Council.
- k] Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

13. REPORTING OF ACCIDENTS

- a] The Contractor shall notify the Council's Public Transport Team of the details of any accident involving a Vehicle engaged in the operation of the Contract Service. Such details must be reported immediately by telephone to the Council's Public Transport Team and be followed by confirmation in writing within 24 hours. If the accident occurs outside normal working hours or at a weekend, the Contractor must provide details in writing to The Director on the next working day.

14. CHANGE OF OWNERSHIP

- a] Any change in constitution of the Contractor's company or business, any change of partners and in the case of a Company any change in shareholders that constitutes a substantial change in the ownership of the business, whether or not this involves change of name, must be notified by the Contractor to the Council in writing within 14 days of such change occurring. Failure to do so may be regarded as a breach of Contract.
- b] Immediately upon such change taking effect or becoming known to the Council, any contract between the Contractor and the Council shall automatically become void and the Contractor shall not carry out any further work for the Council under this Contract, without prejudice to the rights of either party previously accrued save that The Director may agree in writing a transfer of contract either wholly or in part to the changed Contractor. The Director's decision in this matter will be final and no correspondence will be entered into.
- l] Any change in name or registered office or place of business shall be notified to the Council immediately.

16. PERIOD OF CONTRACT AND TERMINATION

- a] The Contract duration is specified in Schedule E, unless by agreement between the Council and the Contractor the Contract is subsequently extended in accordance with the terms of 16 [b] below.
- b] The Council may, by giving written notice to the Contractor not less than four months prior to the last day of operation of any Contract Service as specified in Schedule E, extend the Contract Service for a further period of up to 13 Months. The provisions of the Contract will apply subject to any adjustment to the Contract Price pursuant to Schedule D throughout any such extended period.
- c] The operation of the Contract Service or any part of it may be terminated at any time by either party giving three calendar months' notice in writing to the other party.
- d] In the event that the Contractor terminates any part of the Contract Service by giving three months' notice as in [c] above, then at the sole discretion of the Council, the Contractor may be deemed to have given notice of termination on any or all Contract Services operated by the Contractor under this Contract.
- e] Either party ("Party A") shall have the right to terminate the Contract without notice if the other party ("Party B"), or any partner or director of

Party B, any employee of Party B, or any person acting on Party B's behalf (whether with or without knowledge of Party B)

- i. has offered, given, agreed to give, received or solicited to or from anyone a bribe, gift, consideration, inducement or reward of any kind for doing or not doing anything in relation to the Contract, the delivery of the Contract Service, any other contract with Party A or, in the case of the Contractor, any contract with any other local authority or public body; or
 - ii. has committed any offence under the Bribery Act 2010; or
 - iii. has given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972
- f] The Council shall have the right to terminate the Contract with or without notice if:
 - i] the Contractor becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed under the Mental Health Act 1983 or dies; or
 - ii] the Contractor is convicted of a criminal offence; or
 - iii] the Contractor ceases or threatens to cease to carry on its business; or
 - iv] the Contractor is in breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of the Council within 14 days, or such other reasonable period as may be specified by the Council after issue of a written notice specifying the breach and requesting it to be remedied; or
 - v] the Contractor commits persistent minor breaches of this Contract whether remedied or not; or
 - vi] there is a material or substantial breach by the Contractor of any of its obligations under this Contract which is incapable of remedy; or
 - vii] there is a risk or a genuine belief that reputational damage to the Council will occur as a result of the Contract continuing.
- g] If the Council shall exercise its rights under [e] or [f] above to terminate the Contract then the Contractor shall become liable to pay the Council the amount of any loss or damage suffered by the Council as a result of such termination as damages. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Contract Service. The Council shall be entitled to deduct such damages from any sum or sums which would have been due from the Council to the Contractor under this Contract or any other contract and to recover the same from the Contractor as a debt.

16. CONTRACT ARRANGEMENTS

- a] Any disputes in regard to the time, delivery, quality or accuracy of work done shall be settled by the Director whose decision shall be final and binding on all parties concerned. If any differences or disputes arise during the continuance of the Contract or afterwards respecting the interpretation of these conditions the matter shall be referred to a single Arbitrator whose decision shall be final and binding on both parties. The Arbitrator shall be agreed by both parties or in default of agreement be appointed by the President for the time being of the Bristol Law Society.

- b] Any notice to the Contractor shall be deemed to be sufficiently served if left at or sent by post to his usual or last known place of abode or business.
- c] Any notice to the Council shall be served to:
 - Public Transport Team
 - Lewis House
 - Manvers Street
 - Bath
 - BA1 1JG
- d] If the Contractor shall, from bankruptcy, insolvency, or any other cause be prevented or delayed in carrying out this contract, or shall not carry out the same to the satisfaction of the Director, the Council may, after notifying the Contractor of the intention to do so, employ any other person to proceed with and complete the Contract in such manner as it may think fit and proper and thereafter the said Contract shall, at the option of the Council, become voidable, but without prejudice to any right of action already accrued to the Council against the Contractor for any default or neglect in or about the performance or non-performance of the Contract by the Contractor. No claim shall be made by the Contractor for work undertaken by him after the date of the notice referred to above provided, however, that this paragraph shall not be applied if and so far as The Director is satisfied that the failure to perform the Contract has been due to other circumstances over which the Contractor has no control.

17. NO WAIVER

- a] Failure by either party at any time to enforce any one or more of the provisions of this Contract or to require performance by the other party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the parties to enforce any provision in accordance with its terms.
- b] No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver and communicated in writing to the other party in accordance with clause 17[b] or [c] as appropriate

18. SEVERANCE

If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

19. GENERAL

- a] Without prejudice to Clauses 2, 4, and 5 hereof the Contractor shall at the Contractor's own expense at all times conform in all respects with the provision of any Act of Parliament General or Local or any Statutory Rules or Orders affecting the whole or part of the subject matters of the Contract or any work to be done in relation hereto.

- b] Except as otherwise provided all elements of the Contract documentation are to be taken as mutually explanatory of one another. Any ambiguities or discrepancies shall be reported in the first instance to the Director who shall thereupon issue to the Contractor appropriate instructions in writing which the Contractor shall carry out and be bound by. In the event of conflict between the Conditions of this Contract and any other documents forming part of the Contract the Conditions of Contract shall prevail.
- c] Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.
- d] Words importing the singular include the plural words, words importing any gender include every gender, words importing persons include bodies corporate and unincorporated and (in each case) vice versa.
- e] The clause and paragraph headings and titles appearing in this Contract are for reference only and shall not affect its construction or interpretation.
- f] The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.
- g] The Contractor acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall assist and co-operate with the Council (at the Contractor's expense) to enable the Council to comply with these information disclosure requirements.
- h] The Contractor shall comply with any notification requirements under the Data Protection Act 1998 and both parties will duly observe all their obligations under the Data Protection Act 1998 which arise in connection with the Agreement.
- i] The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and the Human Rights Act 1998 or other relevant legislation, or any statutory modification or re-enactment thereof.
- j] The Contractor shall take all reasonable steps to secure the observance of Clause 20 [i] by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Agreement.
- k] Both parties shall treat the other party's Confidential Information as confidential and safeguard it accordingly and not disclose the other party's Confidential Information to any other persons without the owner's prior written consent.
- l] This Contract shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

EXECUTED AS A DEED by the Parties on the date which first appears.

EXECUTED as a deed by
BATH AND NORTH EAST
SOMERSET COUNCIL by
affixing hereto its common
seal in the presence of:

Authorised Officer

EXECUTED as a deed in
the name of and on behalf of
_____ (operator)
acting by two authorised
signatories or by a director
of the company in the
presence of a witness
who attests the signature

Authorised Signatory

Witnessed by

Authorised Signatory

SCHEDULE A CHRISTMAS & NEW YEAR ARRANGEMENTS

Refer also to Schedule E for days of operation of particular contract services.

* service not in operation

Date	2018/19	2019/20
24th Dec	Mon	Tue
25th Dec	Tue*	Wed*
26th Dec	Wed*	Thu*
27th Dec	Thu	Fri
28th Dec	Fri	Sat
29th Dec	Sat	Sun*
30th Dec	Sun*	Mon
31st Dec	Mon	Tue
1st Jan	Tue*	Wed*
2nd Jan	Wed	Thu
3rd Jan	Thu	Fri

SCHEDULE B GENERAL FARES CONDITIONS

1. Schedules E detail the faretables for the Contract Services to apply from contract commencement. Except where stated in Schedule E the Contractor may vary and set the fares for the service, but the Contractor must not set any fare exceeding the fare (or highest fare if there is more than one operator) charged on a commercial service between the same points on the journey.
2. Children under 5 years of age accompanied by a fare paying passenger and not occupying a seat to the exclusion of a fare paying passenger will be carried free.
3. Return tickets will be valid for the return journey on the date of issue only.
4. Unless otherwise stated in Schedule E then Return and Child fares (for children over 5 but under 16 years of age) will be charged in accordance with the table at Paragraph 12 below.
5. Multi-journey tickets may be offered at a minimum discount of 15% for 10 single journeys.
6. All English National Concessionary Travel Scheme (ENCTS) passes will be accepted for travel (except before 9:00am Monday-Friday). Passengers holding ENCTS passes will be permitted to board vehicles at terminals in advance of 9:00am for departures scheduled for 9:00am (Mon-Fri).
7. Dogs will be carried free at the owner's risk and must be kept on the floor of the vehicle unless held on the owner's lap. The driver will have the discretion to refuse access to the service for any animal.
8. Accompanied luggage, parcels, folding pushchairs and shopping baskets on wheels will be carried free.
9. Return tickets, season tickets and any other fares facilities specified by the Director that are valid on any service or its successor indicated in Schedule E or any future service on all or any part of the same route of which the Director advises the Contractor will be honoured by the Contractor. Unless specifically stated in Schedule E, multi-journey tickets issued by other operators will not be valid on contracted services.
10. Tickets of other services may be accepted at the discretion of the Contractor subject to notice being given to the Director in writing.
11. Police officers, whether on or off duty, will be permitted to travel without charge on the Contract Services on presentation of a warrant card.

12. Table of Child and Return ticket Multipliers

ADULT SINGLE	CHILD SINGLE	ADULT RETURN	CHILD RETURN
30	20	45	30
35	25	55	35
40	25	60	40
45	30	70	45
50	35	75	50
55	35	85	55
60	40	90	60
65	45	100	65
70	45	105	70
75	50	115	75
80	55	120	80
85	55	130	85
90	60	135	90
95	65	145	95
100	65	150	100
105	70	160	105
110	75	165	110
115	75	175	115
120	80	180	120
125	85	190	125
130	85	195	130
135	90	205	135
140	95	210	140
145	95	220	145
150	100	225*	150*
155	105	235*	155*
160	105	240*	160*
165	110	250*	165*
170	115	255*	170*
175	115	265*	175*
180	120	270*	180*
185	125	280*	185*
190	125	285*	190*
195	130	295*	195*
200	135	300*	200*

ADULT SINGLE	CHILD SINGLE	ADULT RETURN	CHILD RETURN
230	155	345	235
235	155	355	235
240	160	360	240
245	165	370	245
250	165	375	250
255	170	385	255
260	175	390	260
265	175	400	265
270	180	405	270
275	185	420	280
280	185	420	280
285	190	430	285
290	195	445	295
295	195	445	295
300	200	450	300
305	205	460	305
310	205	465	310
315	210	475	315
320	215	480	320
325	215	490	325
330	220	495	330
335	225	505	335
340	225	510	340
345	230	520	345
350	235	525	350
355	235	530	355
360	240	540	360
365	245	550	365
370	245	550	365
375	250	550	365
380	255	550	365
385	255	550	365
390	260	550	365
395	265	550	365
400	265	550	365

SCHEDULE C

CONTRACTUAL COMPENSATION

1. The Council incurs additional costs to deal with complaints from members of the public where the Contractor fails to provide the Contract Services in accordance with the specification. The Contractor agrees to make compensation payments to the Council in respect of instances where the Contractor fails to provide the Contract Services in accordance with the specification, with a deduction being made to payments that are due under the Contract.
2. The Contractor will be required to send a certificate with each monthly invoice indicating whether any journeys were not operated during the previous month and giving reasons for any failures to operate. The Director will then be in a position to take account of such circumstances when considering whether to make a deduction from payments that are due under the Contract.
3. The Contractor should furnish a statement of early and late running giving explanations where possible. The Director will then be in a position to take account of such circumstances when considering whether to make a deduction from payments that are due under the Contract.
4. The Council will advise the Contractor of any reported incidents that could give rise to contractual compensation and invite the Contractor to explain the circumstances that gave rise to the incident. The Director will then be in a position to take account of such circumstances when considering whether to make a deduction from payments that are due under the Contract.
5. The Director shall not require any compensation to be paid if he is satisfied that the failure to operate or irregular operation arose as a result of difficult weather conditions, roadworks (whether planned in advance or otherwise) or other circumstances outside the reasonable control of the Contractor. The onus is on the Contractor to advise the Director of any difficulties arising from any such cause and to the extent practicable, in advance of any such circumstances (e.g. in the event of planned roadworks).
6. In the event of the Contractor being dissatisfied with the decision of the Director in any instance, he shall have the right to appeal in writing to the appropriate Executive Member of the Council, whose decision on the matter shall be final.
7. Compensation payments will be made as deductions from payments due to the Contractor in accordance with the following table.

Contract reference	Cause of deduction	Compensation
4[a]	Failure to operate a low floor vehicle on the service where specified in Schedule E	£100 per day or part thereof
4[h]	Failure to maintain reasonable cleanliness of the exterior of the vehicle used in the operation of this contract	£30 for each instance.
4[h]	Failure to maintain reasonable cleanliness inside the vehicles used in the operation of this contract.	£30 for each instance
4[i]	Failure to display route number and/or final destination of service	£60 per trip

Contract reference	Cause of deduction	Compensation
4[j]	Operation of a vehicle in breach of minimum or maximum size as specified in Schedule E, or failure to provide sufficient capacity	£60 per day or part thereof
6[a]	Failure to operate any journey or part thereof:	£60 per journey plus £9.00 per mile
6[a]	Early running in excess of 2 minutes at any point	£100
6[a]	<p>Late running in excess of:</p> <ul style="list-style-type: none"> i. 5 minutes before 0730 or between 0930 and 1559 or after 1830 on Mondays to Fridays and all day Saturdays, Sunday and Bank Holidays. ii. 10 minutes between 0730 and 0929 or between 1600 and 1829 on Mondays to Fridays <p>A journey run in excess of 15 minutes late during the periods in (i) or 30 minutes late during the periods in (ii), will be deemed not to have operated.</p>	<p>£60</p> <p>£60 per journey plus £9.00</p>
6[a]	Operation of a journey via an incorrect route for part of the journey or failure to observe a recognised bus stop	£60
6[c][d]	Failure to charge the correct fare for a journey	£60
6[e]	Failure to accept a ticket valid for travel on the service	£60
6[i]	Failure to apply conditions for concession acceptance	£60
6[o]	Failure to ensure that during the hours of operation of the Contracted Service a member of staff is available to make arrangements to restore the service in the event that it becomes disrupted	£60
12[a]	Failure to ensure that staff are available to deal with public enquiries regarding services covered by the Contract	£60

SCHEDULE L MONTHLY REVENUE AND LOADING RETURN



Contract Reference _____

Supported Bus Service Monthly Revenue and Loading Return

Service _____			Total On Bus Revenue (Entire Journey)	No Of Adult Sgl, Adult Rtn, Child Sgl, Child Rtn Tickets Issued	No of Diamond Travel card Trips	No of All Other Trips (including season tickets)	Grand Total Patronage
W/C	Mon						
W/C	Mon						
W/C	Mon						
W/C	Mon						
W/C	Mon						

After completing the above, email this form within two weeks of the end of the last week entered above, to Public_transport@bathnes.gov.uk